

**AGENDA FOR COUNCIL MEETING**  
**CITY OF NEW RICHMOND, WISCONSIN**  
**MONDAY, OCTOBER 12, 2015 - 7:00 P.M.**

**AGENDA:**

1. Call to Order
2. Clerk's Roll Call
3. Pledge of Allegiance
4. Adoption of Agenda

**PUBLIC COMMENT**

**CONSENT AGENDA:**

1. Approval of the Minutes from the Previous Regular Council Meeting, September 14, 2015, Special Council Meetings, September 17, 2015 and September 28, 2015
2. Run/Walk Permit from New Richmond Area Centre at 9:00 a.m. on the following dates: November 14, 2015; December 12, 2015; January 23, 2016; February 27, 2016; March 26, 2016; and April 16, 2016
3. Payment of VO#58558 through VO#58632 totaling \$200,698.42 plus electronic fund transfers of \$4,907,967.46 for a grand total of \$5,108,665.88

**DEPARTMENT REPORTS:**

Administration  
Public Works  
Community Development  
Library  
Police  
Fire

**UNFINISHED BUSINESS:**

(Consideration and action on matters tabled, postponed or referred to a committee at a previous meeting)

**NEW BUSINESS:**

(Action on newly introduced motions, ordinances, resolutions or other matters)

1. WPPI Presentation
2. Resolution #101501 – Celebrating 35 Years of Municipal Joint Action for Public Power Utilities
3. Water & Sanitary GIS Update and Demonstration
4. Ordinance #479 - Shoreland Wetland
5. Agreements for Special Assessments for Unpaid Utility Bills with Star Prairie and Richmond Townships
6. Assessor Contract

7. **Finance Committee Recommendations:**
  - a. Resolution #101502 - Administrative Permit Fee and Escrow
  - b. Agreements with Paychex
8. Police Vehicle Bids
9. Resolution #101503 - Transportation Aids Campaign
10. Employee Benefits
11. Fiscal Year 2016 Health Insurance Plan
12. Council Work Session on October 26, 2015
13. Communications & Miscellaneous
14. Closed Session per State Statute 19.85 (1)(g) – Airport Litigation
15. Open Session – Action on Closed Session Agenda
16. Adjournment

Frederick Horne, Mayor

***(THE ABOVE AGENDA IS NOT NECESSARILY IN ORDER OF PRESENTATION)***

\*\*Late Changes and Additions

***Posted: Civic Center and Friday Memorial Library and City Website***

Mailed: Council Members, City Attorney, Utility Commission Members, NR County Board Members, New Richmond News, Northwest Community Communications, City Website and New Richmond Chamber of Commerce.

If you need a sign language interpreter or other special accommodations, please contact the City Clerk at 246-4268 or Telecommunications Device for the Deaf (TDD) at 243-0453 at least 48 hours prior to the meeting so arrangements can be made.

REGULAR COUNCIL MEETING SEPTEMBER 14, 2015 7:00 P.M.

The meeting was opened by announcing that this was an open meeting of the Common Council. Notice of this meeting was given to the public at least 24 hours in advance of the meeting by forwarding the complete agenda to the official City newspaper, The New Richmond News, and to all news media who have requested the same as well as posting. Copies of the complete agenda were available for inspection at the City Clerk's office. Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

Members Present: Mayor Horne, Alderman Kittel, Ard, Jackson, Hansen, Volkert Zajkowski, and Student Representative Victoria Johnson

The Pledge of Allegiance was recited.

Alderman Zajkowski moved to adopt the agenda as presented, seconded by Alderman Kittel and carried.

Mayor Horne asked for a moment of silence in honor of Courtney and Jasmine Bradford who lost their lives last week. Mayor Horne also thanked the police and fire departments for their dedicated work during these difficult situations. He asked citizens to reach out to their neighbors to help each other heal from such a tragic event.

**Public Comment**

None

**Consent Agenda**

1. Approval of the Minutes from the Previous Regular Council Meeting, August 10, 2015 and Special Council Meeting, August 24, 2015
  2. Applications for License to Serve from Julia L. Martin, Osceola; Laura J. Miller, New Richmond; Allison P. Hagen, Hammond; Samantha R. Foster, New Richmond; Mariah K. Gravelle, Amery; Christina M. Rineck, Glenwood City; Anthony F. Kilian, New Richmond; Brian D. Anderson, Glenwood City; Abraham C. Anderson, New Richmond; Broderick A. Larson, New Richmond; Nicholas J. Henderson, New Richmond; Ronald A. Swanson, Osceola; and Scott E. Hansen, New Richmond
  3. Application for Temporary Wine License from the Friends of the Library for September 19, 2015 from 4 to 6 p.m. at 155 East First Street, New Richmond
  4. A Run/Walk Permit from the New Richmond Youth Hockey Association on October 17, 2015 at 7:30 a.m.
  5. A Run/Walk Permit from the Deerfield on September 19, 2015 at 9:00 a.m.
  6. A Run/Walk Permit from New Richmond Heritage Center for September 26, 2015 at 8:00 a.m.
  7. Skate Park Donation of \$5,000 from Westconsin Credit Union
  8. Payment of VO#58455 through VO#58557 totaling \$701,941.48 plus electronic fund transfers of \$2,067,175.73 for a grand total of \$2,769,117.21
- |                   |                |
|-------------------|----------------|
| General Fund      | \$2,134,209.75 |
| Impact Fees Fund  | 42,849.81      |
| CDBG – Housing    | 207.50         |
| Debt Service Fund | 42,880.72      |
| Capital Projects  | 31,873.69      |

Landfill Cleanup Fund	6,445.48
TIF District #10	444,237.75
TIF District #6	19,710.55
Storm Water Utility	39,068.31
Park Land Trust Fund	2,017.58
Tax Agency Fund	5,616.07

Alderman Ard moved to approve the consent agenda, seconded by Alderman Jackson and carried.

**Department Reports**

Administration- Mike Darrow stated that the FAA grant was received this morning and will be used to pay off the land loan from the State of Wisconsin. He also thanked the Public Works, Police, Electric, and Park Department staff for their assistance with the moving wall event this past weekend. Staff will be conducting interviews in the next couple of weeks for student representatives for City Council. Applications are due by September 18, 2015.

Public Works – Jeremiah Wendt stated that crews have been working on Freedom Park the last several months and will be taking a break from that project to work on other projects. Several street projects are starting including 115<sup>th</sup> Street, 175<sup>th</sup> Avenue and High Street. Residents in those areas will still be able to get to and from their property. Tomorrow is a meeting for the construction on Richmond Crossing Project and bids will be opened on September 24, 2015 for Richmond Crossing Phase III - Roosevelt Drive.

Community Development – Beth Thompson reported that there have been a number of ground breakings and ribbon cuttings including Short Dance groundbreaking and Barley Johns ribbon cutting.

Police Department – Mark Samelstad stated that they have been dealing with the homicides and and have been working with a number of agencies on the investigation. The person of interest is still in Texas waiting to be transported back to St. Croix County.

**Direct Seller’s Permit for Jack Links Auto/RV**

There was discussion regarding a possible sale which would take place in the parking lot of Federal Foam’s building on South Knowles Avenue. No motion was made.

**Plan Commission Recommendations**

The Plan Commission recommended approving the Shoreland/Wetland Zoning Ordinance including the requirement of a conditional use permit application for those who would like to build closer than 75 feet from the shoreline. The DNR requires buildings to be 50 feet away from the shoreline. Alderman Hansen moved to suspend the rules and adopt this ordinance with the requirement as stated above, seconded by Alderman Zajkowski. Further discussion followed. Alderman Ard moved to table this ordinance for further review, seconded by Alderman Hansen and carried. Alderman Volkert and Kittel voted no.

The Plan Commission recommended approving a Certified Survey Map from the City of New Richmond for the 18 acres of commercial land on the south end of town with several conditions as listed in the minutes from September 9, 2015. This CSM creates Lot 12 and an outlot for stormwater retention. Alderman Kittel moved to approve the Certified Survey Map from the City of New Richmond as recommend by the Plan Commission, seconded by Alderman Ard and carried.

The Plan Commission recommended approving a Certified Survey Map from Skoglund Properties with conditions as listed in the minutes from September 9, 2015. Alderman Zajkowski moved to approve the Certified Survey Map from Skoglund Properties as recommended by the Plan Commission, seconded by Alderman Jackson and carried.

**Finance Committee Recommendations**

The Finance Committee recommended transferring \$75,000 from the General Fund to the Capital Replacement Fund. Alderman Kittle moved to accept this recommendation, seconded by Alderman Ard and carried.

The Finance Committee recommended approving the following resolution:

RESOLUTION #091501  
STATE TRUST FUND LOAN APPLICATION  
\$605,000

By the provisions of Section 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes, (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of New Richmond, in the County of St. Croix, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Six Hundred Five Thousand And 00/100 Dollars (\$605,000.00) for the purpose of financing street projects, boilers, and city share of ladder truck.

The loan is to be payable within 2 years from the 15<sup>th</sup> day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 2.5 percent per annum from the date of making the loan to the 15<sup>th</sup> day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of New Richmond, in the County of St. Croix, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of New Richmond by such loan from the state be applied or paid out for any purpose except financing street projects, boilers, and city share of ladder truck without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the Mayor and clerk of the City of New Richmond, in the County of St. Croix, Wisconsin, indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the City pursuant to this resolution. The Mayor and clerk of the City will perform all necessary actions to fully carry out the provisions of chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the ay and note by which they were adopted, be recorded, and that the clerk of this city forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Alderman Zajkowski moved to approve this resolution, seconded by Alderman Hansen and carried.

The Finance Committee recommended proceeding with the Request for Proposals for the Assessor's Contract for 2016 through 2018. Alderman Hansen moved to accept this recommendation, seconded by Alderman Ard and carried.

The Finance Committee recommended approving the purchase of a Police detective vehicle for \$22,000 and two Police squad cars with the funds to be paid from cash on hand and the Fire Department E cutters to be paid for in the 2016 budget. Alderman Zajkowski moved to accept this recommendation, seconded by Alderman Hansen and carried.

The Finance Committee recommended letting the Council make the decision on the salary range for the Police Lieutenant position. Jerry Cody has given notice of his retirement and Mark Samelstad would like to fill that position. Considerable discussion followed. Alderman Zajkowski moved to proceed with filling the Police Lieutenant position with the current salary, seconded by Alderman Kittel. On voting motion failed with Alderman Volkert, Ard, and Jackson voting no. Alderman Hansen abstained and Alderman Zajkowski and Kittel voted yes. Mark Samelstad asked for clarification of whether he can proceed with filling the position. Mayor Horne stated that it is an existing position so he can fill it at the current salary.

**Park Board Recommendation**

The Park Board recommended approving the contract for \$2,000 with Short-Elliott-Hendrickson for the Skate Park, approve the in-kind donation from Monarch Paving for site work for the skate park, and the contract with Cemstone for the concrete slab for the skate park at a reduced cost of \$12,000. Alderman Kittel moved to accept this recommendation, seconded by Alderman Zajkowski and carried.

The Park Board recommended approving the 2015 Park Plan Update. Jeremiah Wendt explained that the Park Board will revisit this plan each year. Alderman Zajkowski moved to accept this recommendation, seconded by Alderman Ard and carried.

**Ordinance #478 Amending Section 86-1**

There was discussion regarding Ordinance #478 amending Section 86-1 Special Assessments for Delinquent Utility Bills. Alderman Ard moved to suspend the rules and adopt Ordinance #478, seconded by Alderman Hansen and carried.

**Mayor's Appointment**

Mayor Horne appointed Matt Brotzler to the Airport Commission. Alderman Zajkowski moved to confirm this appointment, seconded by Alderman Ard and carried.

**Council Work Session – 5:00 p.m. on September 28, 2015**

Tentative agenda items for this meeting include: Payroll services, Health Insurance, and Budget.

**Communications and Miscellaneous**

Alderman Ard thanked City staff as well as all of the volunteers, law enforcement, fire and rescue for all of their work on the Moving Wall event. It was an overwhelming success. Alderman Zajkowski thanked Alderman Ard for all of her work on the event as well.

**Closed Session**

Alderman Ard moved to go into Closed Session per State Statute 19.85 (1)(c) Employee Benefit Information and/or Wages in Which the City of New Richmond has Jurisdiction, seconded by Alderman Jackson and carried.

**Open Session**

No action was taken.

Alderman Ard moved to adjourn the meeting, seconded by Alderman Zajkowski and carried.

Meeting adjourned at 8:56 p.m.

Tanya Reigel  
City Clerk

SPECIAL COUNCIL MEETING  
SEPTEMBER 17, 2015 AT 9:00 AM

Mayor Horne opened the meeting by announcing that this was an open meeting of the Common Council. Notice of this meeting was given to the public at least 24 hours in advance of the meeting by forwarding the complete agenda to the official City newspaper, the New Richmond News, and to all news media who have requested the same as well as posting. Copies of the complete agenda were available for inspection at the City Clerk's office. Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

Members Present: Mayor Horne, Alderman Zajkowski, Volkert, Kittel, Ard, and Jackson.

Members Absent: Alderman Hansen

The Pledge of Allegiance was recited.

Alderman Ard moved to adopt the agenda, seconded by Alderman Zajkowski and carried.

**Application for a Temporary Beer License**

Alderman Ard moved to approve the application for a Temporary Beer License from the New Richmond Fire Department for September 19, 2015 from noon to 8:00 p.m., seconded by Alderman Jackson and carried.

**Extension of Premise**

Alderman Ard moved to approve the request for Extension of Premise from McCabe's Shamrock Club for September 18, 2015 from 3:00 p.m. to midnight, seconded by Alderman Jackson and carried.

Alderman Zajkowski moved to adjourn the meeting, seconded by Alderman Ard and carried.

Meeting adjourned at 9:02 a.m.

Tanya Reigel  
City Clerk

SPECIAL COUNCIL MEETING  
SEPTEMBER 28, 2015 AT 5:00 PM

Mayor Horne opened the meeting by announcing that this was an open meeting of the Common Council. Notice of this meeting was given to the public at least 24 hours in advance of the meeting by forwarding the complete agenda to the official City newspaper, the New Richmond News, and to all news media who have requested the same as well as posting. Copies of the complete agenda were available for inspection at the City Clerk's office. Anyone desiring information as to forthcoming meetings should contact the City Clerk's office.

Roll call was taken.

Members Present: Mayor Horne, Alderman Zajkowski, Volkert, Hansen, Kittel, Ard, and Jackson.

The Pledge of Allegiance was recited.

Alderman Zajkowski moved to adopt the agenda as presented, seconded by Alderman Kittel and carried.

**Mayor's Appointment**

Mayor Fred Horne appointed Marla Hall to the Library Board. Alderman Kittel moved to confirm this appointment, seconded by Alderman Jackson and carried.

**Payroll Services**

Kari Kraft explained the process for reviewing our current payroll program versus new systems. Both the City and Utility staff reviewed the current payroll process from beginning to end. A lot of areas are duplicated at this time. We had vendors come in and evaluate our current process as well. The current process is very manual. One report that was needed regarding sick and vacation hours took eight hours to compile because everything has to be figured out manually. They met with three payroll vendors and reviewed their systems based on efficiency, transparency, ability to have multiple users, and cost. The timing of this change coincides with the proposed transition to a Paid Time Off. This new system will interface with our current City and Utility accounting systems. All employees could go onto a portal and look up their information. Everything would be automated. Staff recommended moving forward with Paychex as our new third-party payroll administrator to be implemented in time for 2016 ACA compliance assistance and the first payroll of 2016. The City's cost for this system will be \$12,500 for the first year and \$10,250 each year after. Alderman Ard moved to approve Paychex as our third-party payroll administrator, seconded by Alderman Zajkowski and carried. The contract will go to Finance for their recommendation.

**Contract Award for 2015 Richmond Crossing Phase 3 Project**

Jeremiah Wendt explained that six bids were received for this project. The low bidder was McCabe Construction for \$325,745.20. The project will start this year, sit over the winter and wrap up in the spring. Alderman Zajkowski moved to approve the contract with McCabe Construction for \$325,745.20, seconded by Alderman Ard and carried.

**Public Works Vehicle Replacement**

Jeremiah Wendt reviewed the need to replace the tandem axle plow and the dual rear wheel pickup with dump box. The cost of a new tandem axle plow is \$180,000 to 190,000. The cost of the dual rear wheel pickup is approximately \$50,000 less \$10,000 for the trade-in. Alderman Ard moved to proceed with bidding a new tandem axle plow and dual rear wheel pickup with dump box, seconded by Zajkowski, and carried.

**Police Lieutenant Position**

Alderman Volkert moved to have Mike Darrow provide an analysis on the Police Lieutenant Position and present this information to the City Council at the work session on October 26, 2016 and no hiring in the mean time, seconded by Alderman Ard and carried.

**Resolution #091502 Exemption from County Library Tax**

Alderman Kittel offered the following resolution and moved for its adoption:

RESOLUTION #091502  
REQUESTING APPLICATION FOR EXEMPTION  
FROM COUNTY LIBRARY TAX

WHEREAS, the County Board for St. Croix County, Wisconsin levies a county library tax; and  
WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provides that any city, town or village which levies a tax for public library service and appropriates and expends for a library fund as defined by section 43.52(1) of the Wisconsin Statutes during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized valuation of the property in the city, town, or village for the current year is exempt from the county library tax; and

WHEREAS, the City of New Richmond will, in 2016, appropriate and expend an amount in excess of that calculated above.

NOW THEREFORE, BE IT RESOLVED that the City of New Richmond hereby requests of the St. Croix County Board of Supervisors that the City of New Richmond be exempted from the payment of any county tax for the support of public library service as provided in Section 43.63(2) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that copies of this Resolution be forwarded by the City of New Richmond Clerk to the following parties:

Carleton A. Friday Memorial Library  
155 East First Street  
New Richmond, WI 54017

St. Croix County – County Clerk  
1101 Carmichael Road  
Hudson, WI 54016

Motion was seconded by Alderman Zajkowski and carried.

**Communications and Miscellaneous**

None

Alderman Ard moved to adjourn the meeting, seconded by Alderman Zajkowski and carried.

Meeting adjourned at 6:10 p.m.

Tanya Reigel  
City Clerk

VOUCHERS PRESENTED TO THE COUNCIL OCTOBER 12, 2015

VO #	PAYMENT TO:	AMOUNT
58558	D & B HOMES LLC	1,000.00
58559	DERRICK HOMES, LLC	1,000.00
58560	FRONTIER COMMUNICATIONS	751.86
58561	INDUSTRIAL HEALTH SERVICES NETWORK INC	179.00
58562	JUETTEN, ROBERT PAUL DUKE	27.20
58563	MICHAEL BEST & FRIEDRICH LLP	135.00
58564	RADDATZ, DENNIS	200.00
58565	REGISTER OF DEEDS	9.00
58566	STEPHENS SANITATION - REFUSE	487.15
58567	WI CITY/COUNTY MANAGEMENT ASSN	30.00
58568	WILLIAMSON & SILER S.C.	1,531.00
58569	DENVER, KIMBERLY KAY	70.00
58570	BENSON, ANN	39.00
58571	BP AMOCO EXPRESS	5.67
58572	BUFFALO COUNTY CLERK OF COURT	263.50
58573	CITY UTILITIES - 2ND BILLING	29,761.47
58574	CITY UTILITIES - OTHER	195.00
58575	DERRICK BUILDING SOLUTIONS, LLC	2,500.00
58576	ECKBERG LAMMERS BRIGGS WOLFF & VIERLING	5,601.90
58577	FRONTIER COMMUNICATIONS (2)	40.81
58578	OEVERING HOMES LLC	1,000.00
58579	TAPCO INC	2,137.52
58580	WI DEPT OF TRANS - TV & RP UNIT	5.00
58581	WI DEPT OF TRANSPORTATION	70.00
58582	MINNESOTA SURPLUS	5,781.00
58583	WI DEPT OF TRANS - TV & RP UNIT	10.00
58584	DARROW, MIKE	252.00
58585	BALDWIN TELECOM, INC	551.04
58586	AMAZON (CITY)	484.86
58587	AMAZON (LIBRARY)	1,677.17
58588	BOARDMAN & CLARK LLP	513.00
58589	CEMSTONE - READY MIX INC	500.82
58590	CITY UTILITIES - 1ST BILLING	891.54
58591	CITY UTILITIES - LANDFILL	1,140.83
58592	CITY UTILITIES - SAC CHARGES	8,400.00
58593	CITY UTILITIES - SALES TAX	265.89
58594	CITY UTILITIES - SRPS	930.00
58595	CITY UTILITIES - WATER IMPACT FEES	8,400.00
58596	CROW'S AUTOMOTIVE SERVICE INC	1,399.00
58597	DARROW, MIKE	85.80
58598	ECKBERG LAMMERS BRIGGS WOLFF & VIERLING	3,108.00
58599	FLEET ONE LLC	2,154.97
58600	FLEETPRIDE	3,224.38
58601	FREEDOM VALU CENTERS	2,374.12
58602	FRONTIER COMMUNICATIONS (3)	59.32
58603	G & K SERVICES, INC	120.86
58604	GHD SERVICEWS INC	5,014.70
58605	GILLEN'S LIME QUARRY	235.40
58606	INDUSTRIAL HEALTH SERVICES NETWORK INC	44.40
58607	JOBSHQ	423.50
58608	KWIK TRIP / KWIK STAR STORES	1,014.25
58609	LEAGUE OF MINNESOTA CITIES	225.00
	<b>SUB - TOTAL</b>	<b>96,321.93</b>

	SUB - TOTAL CARRIED FORWARD	96,321.93
58610	MINNESOTA LIFE INSURANCE CO	2,188.33
58611	MOORE MEDICAL, LLC	426.21
58612	MORAN, MARK F.	400.00
58613	MSA PROFESSIONAL SERVICES INC	5,833.50
58614	NRSD - FAMILY SAFETY NIGHT	400.00
58615	POPULAR SUBSCRIPTION SERVICE	157.99
58616	RICE, CYNTHIA	900.00
58617	RIVERTOWN MULTIMEDIA	4,418.73
58618	RIVERTOWN MULTIMEDIA - SUBSCRIPTIONS	125.00
58619	RUNNING, INC	7,423.46
58620	SCHOOL DISTRICT OF NR - MOBILE HOME FEES	176.38
58621	SHORT-ELLIOTT-HENDRICKSON	18,614.72
58622	SPECTRUM INSURANCE GROUP	47,794.00
58623	ST CROIX COUNTY HIGHWAY DEPT	142.24
58624	ST CROIX COUNTY TREASURER - MUNICIPAL COURT	466.00
58625	STATE OF WI - COURT FINES & ASSESSMENTS	1,301.10
58626	STEPHENS SANITATION - RECYCLING	3,991.00
58627	STUART C IRBY CO	93.60
58628	THE PLANNING COMPANY LLC	8,466.25
58629	VERIZON WIRELESS (CITY)	322.70
58630	VILLAGE OF STAR PRAIRIE	69.54
58631	WASHINGTON NATIONAL INS CO	390.50
58632	XCEL ENERGY	275.24

SUB - TOTAL

200,698.42

SUB - TOTAL CARRIED FORWARD 200,698.42

**TOTAL VOUCHERS 200,698.42**

**ELECTRONIC FUND TRANSFERS**

PAYROLL (9/18, 10/2)	217,577.79
DEFERRED COMP	10,230.00
ROTH - WI	200.00
FEDERAL W/H	87,093.35
STATE W/H	14,946.83
POSTAGE	-
LT DISABILITY PREMIUMS	1,449.53
MEDICAL PREMIUMS	88,536.39
RETIREMENT	48,025.59
VISA P-CARDS	37,677.20
HRA	10,025.79
WI - SCTF	1,804.56
FLEX SPENDING	3,090.42
EMPLOYEE FUND	224.00
FIREMEN DUES DEDUCTIONS	370.00
INVESTMENT TRANSFER	-
AFLAC	1,564.03
ASM TRANSFER	-
IMPACT FEE TRANSFERS	49,000.00
SPORTS CENTER LEASE	-
MISC - BILLINGS	-
MISC - RESTITUTIONS	150.00
TID FEES	-
WPPI LOAN PMTS	1,363.47
DEBT PAYMENTS	4,334,638.51

**TOTAL ELECTRONIC FUNDS 4,907,967.46**

**GRAND TOTAL 5,108,665.88**

CHAIRMAN OF FINANCE COMMITTEE  
10/12/2015

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**RESOLUTION #101501**  
**A RESOLUTION CELEBRATING 35 YEARS OF MUNICIPAL JOINT ACTION FOR**  
**PUBLIC POWER UTILITIES**

**WHEREAS**, for more than 125 years, municipally owned, not-for profit New Richmond Utilities has provided the City of New Richmond with reliable, affordable electric power; customer-focused hometown service; significant local tax contributions; local jobs; local ownership; and local control of our community's energy future; and

**WHEREAS**, not-for-profit, member-owned, joint-action wholesale power supplier WPPI Energy was formed in 1980 to preserve and enhance the value of public power utilities such as New Richmond Utilities; and

**WHEREAS**, together, WPPI Energy member communities have built a diverse, flexible, cost-effective long-term power supply portfolio; an array of more than 75 best-in-class utility and customer programs and services; and a proven track record of energy policy advocacy for the benefit of WPPI Energy member communities and their electric utility customers;

**WHEREAS**, the City of New Richmond has been a member-owner of WPPI Energy since 1980; and

**WHEREAS**, together, the 51 member utilities of WPPI Energy serve more than 200,000 local homes and businesses in Wisconsin, Michigan and Iowa; and

**WHEREAS**, WPPI Energy members enjoy shared strength by pooling their needs and expertise for a reliable, affordable power supply, access to technology, and cost-effective programs and services that would be difficult and expensive for any one community to accomplish alone;

**NOW, THEREFORE, BE IT RESOLVED** that the City of New Richmond, St. Croix County, Wisconsin recognizes and celebrates the thirty-fifth anniversary of the creation of WPPI Energy, our community's member-owned, joint-action municipal power supplier; and

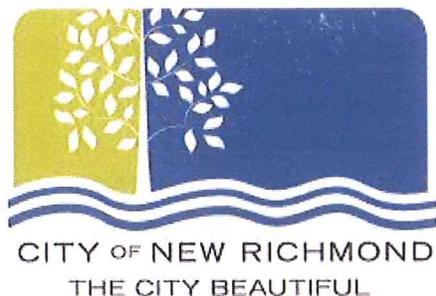
**BE IT FURTHER RESOLVED** that the City of New Richmond will continue working to bring the benefits of joint action to local homes and businesses, just as it has since 1980, the year our community became a member-owner of WPPI Energy.

Passed and adopted this 12<sup>th</sup> of October, 2015.

\_\_\_\_\_  
Fred Horne, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Reigel, City Clerk



156 East First Street  
New Richmond, WI 54017  
Ph 715-246-4268 Fax 715-246-7129  
[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

**TO:** Mayor Fred and City Council Members

**FROM:** Andrew Lamers, IT/GIS Analyst

**DATE:** October 8, 2015

**RE:** GIS Update and Water Department GIS Application Demonstration

### **Background**

Geographic Information Science (GIS) has proven to be a significant tool for all departments within the City of New Richmond. Over the course of the last 2 years, our seasonal GIS technician (Nick O'Brien) and I have developed our databases and advanced our systems for the delivery of interactive applications. As I will demonstrate during the City Council meeting, these mapping applications will increase productivity, create a working environment with an abundance of information, and will do so in a more cost efficient manner than our current paper map distribution.

Currently, we have nearly completed an application for the water department, are using a collector application for a street sign inventory project with the street department, we are developing an informational application for voting wards, electrical system map, and park finder application.

### **Recommendation**

No action items at this time.



3601 Thurston Avenue N, Suite 100  
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## MEMORANDUM

TO: Mayor and City Council

FROM: Daniel Licht, AICP

DATE: 17 September 2015

RE: New Richmond – Shoreland-Wetland Ordinance

TPC FILE: 164.01

## BACKGROUND

City staff has undertaken an update of the Shoreland-Wetland Ordinance, which is adopted as Chapter 109, Article 3 of the City Code. This update was initiated in response to changes to the State mandated requirements for shoreland-wetland regulations adopted during the 2013-2014 legislative session and also includes a number of housekeeping issues such as correcting references to other sections of the City Code and application processes.

The proposed Shoreland-Wetland Ordinance was reviewed by the Department of Natural Resources and found to be consistent with State requirements. A public hearing was held by the Plan Commission on 9 September 2015 and they voted to recommend adoption of the updated Shoreland-Wetland Ordinance with revised language making a reduction in the shoreland area setback from 75 feet to 50 feet a conditional use. The City Council reviewed the proposed Shoreland-Wetland Ordinance at their meeting on 14 September 2015. The City Council directed that the revised language regarding the shoreland area setback be expanded to include specific criteria for allowance of the 50 foot setback.

City staff has the drafted the additional criteria to emphasize protection of the 35 foot vegetation buffer while allowing the additional flexibility of reducing the building setback from 75 feet to 50 feet. The criteria also reiterate the need for engineered building and grading plans and a storm water plan as required by other sections of the City Code, which would also be related to shoreland protection. City staff believes this addresses the issue initially raised at the Plan Commission and the continued discussion at the City Council meeting. City staff has also confirmed the acceptability of the revised language with DNR staff.

(e) *Shoreland Setback Area.*

- (1) A Shoreland Setback Area of at least 75 feet from the ordinary high-water mark applicable to all land parcels within the Shoreland Wetland Zoning District is hereby established.
  
- (2) The Shoreland Setback Area may be reduced to at least 50 feet from the ordinary high-water mark as a conditional use pursuant to the procedure outlined in Section 109-257(d), provided that:
  - i. The area 35 feet from the ordinary high-water mark shall not be disturbed, including grade changes, filling of wetland areas, and preservation of existing ground cover and trees in accordance with Section 109-2555(g).
  
  - ii. Engineered grading and construction plans for any structures are provided demonstrating that the development will not degrade the physical integrity of the bluff.
  
  - iii. A storm water management plan, including provisions for erosion control, shall be provided and is subject to approval of the Director of Public Works in accordance with Chapter 109, Article IV.
  
- (3) Further deviations from this setback shall only be allowed for parcels pursuant to the variance procedure outlined in Section 109-257 or by the method described in Subsection (f) of this section.

**RECOMMENDATION**

The Development Review Committee reviewed the proposed Shoreland-Wetland Ordinance amendment at their meeting on 17 September 2015. City staff recommends approval of the updated Shoreland-Wetland Ordinance in the form presented.

## POSSIBLE ACTIONS

- A. Motion to recommend **approval** of the Shoreland-Wetland Ordinance update as presented.
  
- B. Motion to **table** for more information or further discussion.
  
- c. Mike Darrow, City Administrator  
Tanya Reigel, City Clerk  
Sarah Skinner, Building Inspector  
Jeremiah Wendt, Public Works Director  
Nick Vivian, City Attorney

ORDINANCE #\_\_\_\_

THE COMMON COUNCIL OF THE CITY OF NEW RICHMOND DOES ORDAIN AS FOLLOWS:

**Section 1.** Section 109-252 of the City Code is hereby amended to read as follows:

**Sec. 109-252. Definitions.**

- (a) For the purpose of administering and enforcing this article, the terms or words used herein shall be interpreted as follows: Words used in the present tense include the future; words in the singular number include the plural number; words in the plural number include the singular number. The word "shall" is mandatory, not permissive. All distances unless otherwise specified, shall be measured horizontally.
- (b) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*Accessory structure or use* means a detached subordinate structure or a use which is clearly incidental to, and customarily found in connection with, the principal structure or use to which it is related and which is located on the same lot as that of the principal structure or use.

*Administrative Permit* means a permit issued by the Zoning Administrator after a proper application is submitted under this ordinance for the uses allowed under Section 109-255(c)(3).

*Boathouse* as defined in Wis. Stats. § 30.121(1) means a permanent structure used for the storage of watercraft and associated materials and includes all structures which are totally enclosed, have roofs or walls or any combination of structural parts.

*Class 2 public notice* means publication of a public hearing notice under Wis. Stats. ch. 985 in a newspaper of circulation in the affected area. Publication is required on two consecutive weeks, the last at least seven days prior to the hearing.

*Conditional use* means a use which is permitted by this article provided that certain conditions specified in this article are met and that a permit is granted by the Board

of Appeals or, where appropriate, the planning agency designated by the municipal governing body.

*Department* means the Wisconsin Department of Natural Resources.

*Development* means any manmade change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or substantial alterations to buildings, structures or accessory structures; the placement of buildings or structures; ditching, lagooning, dredging, filling, grading, paving, excavation or drilling operations; and the deposition or extraction of earthen materials.

*Drainage system* means one or more artificial ditches, tile drains or similar devices which collect surface runoff or groundwater and convey it to a point of discharge.

*Environmental control facility* means any facility, temporary or permanent, which is reasonably expected to abate, reduce or aid in the prevention, measurement, control or monitoring of noise, air or water pollutants, solid waste and thermal pollution, radiation or other pollutants, including facilities installed principally to supplement or to replace existing property or equipment not meeting or allegedly not meeting acceptable pollution control standards or which are to be supplemented or replaced by other pollution control facilities.

*Fixed houseboat* as defined in Wis. Stats. § 30.121(1) means a structure not actually used for navigation which extends beyond the ordinary high-water mark of a navigable waterway and is retained in place either by cables to the shoreline or by anchors or spudpoles attached to the bed of the waterway.

*Navigable waters* means Lake Superior, Lake Michigan, all natural inland lakes within the State, and all streams, ponds, sloughs, flowages and other waters within the territorial limits of this State, including the State portion of boundary waters, which are navigable under the laws of this State. Notwithstanding any other provision of law or administrative rule promulgated thereunder, shoreland ordinances required under Wis. Stats. § 62.231, 62.233, and Wis. Admin. Code Ch. NR 117, do not apply to lands adjacent to farm drainage ditches if:

- (1) Such lands are not adjacent to a natural navigable stream or river;
- (2) Those parts of such drainage ditches adjacent to such lands were not navigable streams before ditching; and

- (3) Such lands are maintained in nonstructural agricultural use. "Wisconsin's Supreme Court has declared navigable bodies of water that have a bed differentiated from adjacent uplands and levels or flow sufficient to support navigation by a recreational craft of the shallowest draft on an annually recurring basis (*Muench v. Public Service Commission*, 261 Wis. 492 (1952) and *DeGaynor and Co., Inc., v. Department of Natural Resources*, 70 Wis. 2d 936 (1975)). For example, a stream which is navigable by skiff or canoe during normal spring high water is navigable, in fact, under the laws of this State though it may be dry during other seasons."

*Ordinary high-water mark* means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

*Planning agency* means the municipal plan commission created under Wis. Stats. § 62.23(1), a board of public lands commissioners or a committee of the municipality's governing body which acts on matters pertaining to planning and zoning.

*Shoreland-wetland district* means the zoning district, created in this Shoreland-wetland zoning ordinance, comprised of shorelands that are designated as wetlands on the wetlands inventory maps which have been adopted and made a part of this article.

*Shorelands* means lands within the following distances from the ordinary high-water mark of navigable waters; 1,000 feet from a lake, pond or flowage; and 300 feet from a river or stream or to the landward side of the floodplain, whichever distance is greater.

*Unnecessary hardship* means that circumstance where special conditions, which were not self-created, affect a particular property and make strict conformity with restrictions governing area, setbacks, frontage height or density unnecessarily burdensome or unreasonable in light of the purposes of this article.

*Variance* means an authorization granted by the Board of Appeals to construct or alter a building or structure, or to use land in a manner that deviates from the dimensional standards of this article.

*Wetland alteration* means any filling, flooding, draining, dredging, ditching, tiling, excavating, temporary water level stabilization measures or dike and dam construction in a wetland area.

*Wetlands* means those areas where water is at, near or above the land surface long enough to support aquatic or hydrophytic vegetation and which have soils indicative of wet conditions.

**Section 2.** Section 109-253 of the City Code is hereby amended to read as follows:

**Sec. 109-253. Statutory authorization, findings of fact, Statement of purpose and title.**

- (a) This article is adopted pursuant to the authorization in Wis. Stats. §§ 62.23 and 62.231.
- (b) Uncontrolled use of the shorelands and shoreland-wetlands and pollution of the navigable waters of the municipality would adversely affect the public health, safety, convenience, and general welfare and impair the tax base. The Legislature of Wisconsin has delegated responsibility to all municipalities to:
  - (1) Promote the public health, safety, convenience and general welfare;
  - (2) Maintain the stormwater and floodwater storage capacity of wetlands;
  - (3) Prevent and control water pollution by preserving wetlands which filter or store sediments, nutrients, heavy metals or organic compounds that would otherwise drain into navigable waters;
  - (4) Protect fish, their spawning grounds, other aquatic life and wildlife by preserving wetlands and other aquatic habitat;
  - (5) Prohibit certain uses detrimental to the shoreland-wetland area; and
  - (6) Preserve shore cover and natural beauty by restricting the removal of natural shoreland cover and controlling shoreland-wetland excavation, filling and other earth moving activities.

**Section 3.** Section 109-254 of the City Code is hereby amended to read as follows:

**Sec. 109-254. General provisions.**

- (a) *Compliance with regulations.* The use of wetlands and the alteration of wetlands within the shoreland area of the municipality shall be in full compliance with the terms of this article and other applicable local, State or Federal regulations. (However, see Section 109-256 for the standards applicable to nonconforming uses.) All permitted development within the shoreland area shall require the issuance of an administrative permit unless otherwise expressly excluded by a provision of this article.
  
- (b) *Municipalities and State agencies regulated.* Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this article and obtain all necessary permits. State agencies are required to comply if Wis. Stats. § 13.48(13) applies. The construction, reconstruction, maintenance and repair of State highways and bridges by the Wisconsin Department of Transportation are exempt when Wis. Stats. § 30.2022(1) applies.
  
- (c) *Abrogation and greater restrictions.*
  - (1) This article supersedes all the provisions of any municipal zoning ordinance enacted under Wis. Stats. § 61.35, 62.23 or 87.30, which relate to floodplains, shorelands, and shoreland-wetlands, except that where another municipal zoning ordinance is more restrictive than this article, that ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.
  
  - (2) This article is not intended to repeal, abrogate or impair any existing deed restrictions, covenants or easements. However, where this article imposes greater restrictions, the provisions of this article shall prevail.
  
- (d) *Interpretation.* In their interpretation and application, the provisions of this article shall be held to be minimum requirements and shall be liberally construed in favor of the municipality and shall not be deemed a limitation or repeal of any other powers granted by the State statutes. Where a provision of this article is required by a standard in Wis. Admin. Code Ch. NR 117 and where the ordinance provision is unclear, the provision shall be interpreted in light of the Wis. Admin. Code Ch. NR 117 standards in effect on the date of the adoption of the ordinance from which this article is derived or in effect on the date of the most recent text amendment to this article.

**Section 5.** Section 109-254 of the City Code is hereby amended to read as follows:

**Sec. 109-255. Shoreland-wetland zoning district.**

- (a) *Shoreland-wetland zoning maps.* The following maps are hereby adopted and made part of this article and are on file in the Office of the Municipal Clerk:
  - (1) The most recent version of the Wisconsin Wetland Inventory as depicted on the Department of Natural Resources Surface Water Data Viewer is made part of this ordinance. The maps can be viewed at <http://dnrmaps.wi.gov/SL/Viewer.html?Viewer=SWDV&runWorkflow=Wetland>
  - (2) Floodplain zoning maps, created as of the date of this Ordinance or subsequently created by the City and automatically incorporated herein.
  - (3) United States Geological Survey maps, as now existing or as hereafter amended and automatically incorporated herein.
  - (4) 2014 City of New Richmond Zoning Map.
  
- (b) *District boundaries.*
  - (1) The Shoreland-Wetland Zoning District includes all wetlands in the municipality which are five acres or more and are shown on the final wetland inventory map that has been adopted pursuant to Subsection (a)(1) of this section and made a part of this article and which are:
    - a. Within 1,000 feet of the ordinary high-water mark of navigable lakes, ponds or flowages. Lakes, ponds or flowages in the municipality shall be presumed to be navigable if they are shown on the United States Geological Survey quadrangle maps or other zoning base maps which have been incorporated by reference and made a part of this article.
    - b. Within 300 feet of the ordinary high-water mark of navigable rivers or streams, or to the landward side of the floodplain, whichever distance is greater. Rivers and streams shall be presumed to be navigable if they are designated as either continuous or intermittent waterways on the United States Geological Survey quadrangle maps or other zoning base maps which have been incorporated by reference and made a part of this article. Floodplain zoning maps adopted in

Subsection (a)(2) of this section shall be used to determine the extent of floodplain areas.

- (2) Determinations of navigability and ordinary high-water mark location shall initially be made by the Zoning Administrator. When questions arise, the Zoning Administrator shall contact the appropriate office of the Department for a final determination of navigability or ordinary high-water mark.
  - (3) When an apparent discrepancy exists between the shoreland-wetland district boundary shown on the official shoreland-wetland zoning maps adopted pursuant to Subsection (a) of this section and actual field conditions at the time the maps were adopted, the Zoning Administrator shall contact the appropriate office of the Department to determine if the shoreland-wetland district boundary as mapped, is in error. If Department staff concur with the Zoning Administrator that a particular area was incorrectly mapped as a wetland, the Zoning Administrator shall have the authority to immediately grant or deny a zoning permit in accordance with the regulations applicable to the correct underlying zoning district. In order to correct wetland mapping errors or acknowledge exempted wetlands designated in Subsections (b)(4) and (5) of this section, the Zoning Administrator shall be responsible for initiating a map amendment within a reasonable period.
  - (4) Wetlands which are filled prior to the effective date of the municipality's original implementation of shoreland-wetland zoning, in a manner which affects their wetland characteristics to the extent that the area can no longer be defined as wetland, are not subject to this article.
  - (5) Wetlands located between the original ordinary high-water mark and a bulkhead line established prior to May 7, 1982, under Wis. Stats. § 30.11 are not subject to this article.
- (c) *Permitted uses.* The following uses within the Shoreland-Wetland Zoning District are permitted subject to the provisions of Wis. Stats. chs. 30 and 31 and the provisions of other local, State and Federal laws, if applicable, and include but are not limited to:
- (1) Activities and uses which do not require the issuance of an administrative permit under the applicable municipal zoning ordinance, provided that no wetland alteration occurs:
    - a. Hiking, fishing, trapping, hunting, swimming, snowmobiling and boating;

- b. The harvesting of wild crops, such as marsh hay, ferns, moss, wild rice, berries, tree fruits and tree seeds, in a manner that is not injurious to the natural reproduction of such crops;
- c. The practice of silviculture, including the planting, thinning and harvesting of timber;
- d. The pasturing of livestock;
- e. The cultivation of agricultural crops; and
- f. The construction and maintenance of duck blinds.

(2) Uses which do not require the issuance of an administrative permit under the applicable municipal zoning ordinance, and which may involve wetland alterations only to the extent specifically provided below:

- a. The practice of silviculture, including limited temporary water level stabilization measures which are necessary to alleviate abnormally wet or dry conditions that would have an adverse impact on the conduct of silvicultural activities if not corrected;
- b. The cultivation of cranberries, including limited wetland alterations necessary for the purpose of growing and harvesting cranberries;
- c. The maintenance and repair of existing drainage systems to restore preexisting levels of drainage, including the minimum amount of filling necessary to dispose of dredged spoil, provided that the filling is otherwise permissible and that dredged spoil is placed on existing spoil banks where possible;
- d. The construction and maintenance of fences for the pasturing of livestock, including limited excavating and filling necessary for such construction or maintenance;
- e. The construction and maintenance of piers, docks, walkways, observation decks and trail bridges built on pilings, including limited excavating and filling necessary for such construction or maintenance;

- f. The installation and maintenance of sealed tiles for the purpose of draining lands outside the shoreland-wetland zoning district provided that such installation or maintenance is done in a manner designed to minimize adverse impacts upon the natural functions of the shoreland-wetland listed in Subsection 109-258(3); and
  - g. The maintenance, repair, replacement and reconstruction of existing highways and bridges, including limited excavating and filling necessary for such maintenance, repair, replacement or reconstruction.
- (3) Uses which are allowed only upon the issuance of an administrative permit under the applicable municipal zoning ordinance and which may include wetland alterations only to the extent specifically provided below:
- a. The construction and maintenance of roads which are necessary for the continuity of the municipal street system, the provision of essential utility and emergency services or to provide access to uses permitted under Subsection 109-255(c), provided that:
    - 1. The road cannot, as a practical matter, be located outside the wetland;
    - 2. The road is designed and constructed to minimize adverse impacts upon the natural functions of the wetland listed in Subsection 109-258(3);
    - 3. The road is designed and constructed with the minimum cross-Sectional area practical to serve the intended use;
    - 4. Road construction activities are carried out in the immediate area of the roadbed only; and
    - 5. Any wetland alteration must be necessary for the construction or maintenance of the road.
  - b. The construction and maintenance of nonresidential buildings provided that:

1. The building is used solely in conjunction with a use permitted in the shoreland-wetland district or for the raising of waterfowl, minnows or other wetland or aquatic animals;
  2. The building cannot, as a practical matter, be located outside the wetland;
  3. The building does not exceed 500 square feet in floor area; and
  4. Only limited filling and excavating necessary to provide structural support for the building is allowed.
- c. The establishment and development of public and private parks and recreation areas, outdoor education areas, historic, natural and scientific areas, game refuges and closed areas, fish and wildlife habitat improvement projects, game bird and animal farms, wildlife preserves and public boat launching ramps, provided that:
1. Any private development allowed under this subsection shall be used exclusively for the permitted purpose;
  2. Only limited filling and excavating necessary for the development of public boat launching ramps, swimming beaches or the construction of park shelters or similar structures is allowed;
  3. The construction and maintenance of roads necessary for the uses permitted under this subsection are allowed only where such construction and maintenance meets the criteria in Subsection (a) of this section; and
  4. Wetland alterations in game refuges and closed areas, fish and wildlife habitat improvement projects, game bird and animal farms and wildlife preserves shall only be for the purpose of improving wildlife habitat or to otherwise enhance wetland values.

- d. The construction and maintenance of electric and telephone transmission lines, water and gas distribution lines and sewage collection lines and related facilities and the construction and maintenance of railroad lines provided that:
  - 1. The utility transmission and distribution facilities and railroad lines cannot, as a practical matter, be located outside the wetland;
  - 2. Only limited filling or excavating necessary for such construction or maintenance is allowed; and
  - 3. Such construction or maintenance is done in a manner designed to minimize adverse impacts upon the natural functions of the wetland listed in Subsection 109-258(3).

(d) *Prohibited uses.*

- (1) Any use not listed in Subsection (c) of this section is prohibited within the Shoreland-Wetland Zoning District, unless the wetland or a portion of the wetland has been rezoned by amendment of this article in accordance with Section 109-258.
- (2) The use of a boathouse for human habitation and the construction or placement of a boathouse or fixed houseboat below the ordinary high-water mark of any navigable waters are prohibited.

**Section 5.** Section 109-2555 of the City Code is hereby amended to read as follows:

**Sec. 109-2555. Zoning of Annexed or Incorporated Shorelands.**

- (a) *Applicability.* This section shall apply to all land parcels within the Shoreland-Wetland Zoning District, as shown in the maps adopted herein under Section 109-255(a), that have been annexed by the municipality after May 7, 1982 and up to the effective date of this Section, that prior to annexation were subject to a county shoreland zoning ordinance under Wis. Stats. § 59.692. This section additionally applies to all land parcels annexed by the municipality after the effective date of this Section and incorporated into the Shoreland-Wetland Zoning District.

- (b) *Authorization.* This section is adopted pursuant to the standards described in Wis. Stats. § 62.233.
- (c) *Definitions.* For the purposes of this section, in addition to the definitions provided by Section 109-252 of this article, the following definitions shall apply:
  - (1) *Principal Building* means the main building or structure on a single lot or parcel of land and includes any attached garage or attached porch.
  - (2) *Shorelands* has the meaning given in Wis. Stats. § 59.692(1)(b).
  - (3) *Shoreland Setback Area* has the meaning given in Wis. Stats. § 59.692(1)(bn).
- (d) The Shoreland Zoning District includes all the lands (referred to as shorelands) in the City of New Richmond that are:
  - (1) Within one thousand (1,000) feet of the ordinary high-water mark of navigable lakes, ponds or flowages. Lakes, ponds or flowages in the City shall be presumed to be navigable if they are shown on the United States Geological Survey quadrangle maps or other zoning base maps which have been incorporated by reference and made a part of this Ordinance.
  - (2) Within three hundred (300) feet of the ordinary high-water mark of navigable rivers or streams, or to the landward side of the floodplain, whichever distance is greater. Rivers and streams shall be presumed to be navigable if they are designated as either continuous or intermittent waterways on the United States Geological Survey quadrangle maps or other zoning base maps which have been incorporated by reference and made a part of this Ordinance. Any floodplain zoning maps adopted under this Ordinance shall be used to determine the extent of floodplain areas.
  - (3) Determinations of navigability and ordinary high-water mark location shall initially be made by the Zoning Administrator. When questions arise, the zoning administrator shall contact the appropriate district office of the Department for a final determination of navigability or ordinary high-water mark.
- (e) *Shoreland Setback Area.*
  - (1) A Shoreland Setback Area of at least 75 feet from the ordinary high-water mark applicable to all land parcels within the Shoreland Wetland Zoning District is hereby established.
  - (2) The Shoreland Setback Area may be reduced to at least 50 feet from the ordinary high-water mark as a conditional use pursuant to the procedure outlined in Section 109-257(d), provided that:

- i. The area 35 feet from the ordinary high-water mark shall not be disturbed, including grade changes, filling of wetland areas, and preservation of existing ground cover and trees in accordance with Section 109-2555(g).
    - ii. Engineered grading and construction plans for any structures are provided demonstrating that the development will not degrade the physical integrity of the bluff.
    - iii. A storm water management plan, including provisions for erosion control, shall be provided and is subject to approval of the Director of Public Works in accordance with Chapter 109, Article IV.
  - (3) Further deviations from this setback shall only be allowed for parcels pursuant to the variance procedure outlined in Section 109-257 or by the method described in Subsection (f) of this section.
- (f) A Principal Building may be placed or constructed within the Shoreland Setback Area only if all of the following apply:
  - (1) The Principal Building is constructed or placed on a lot or parcel of land that is immediately adjacent on each side to a lot or parcel of land containing a Principal Building; and
  - (2) The Principal Building is constructed or placed within a distance equal to the average setback of the Principal Buildings on the adjacent lots or 35 feet from the ordinary high-water mark, whichever distance is greater. Under no circumstances shall a Principal Building be placed or constructed in a Shoreland Setback Area less than 35 feet from the ordinary high-water mark.
- (g) *Vegetation.* All owners of property within the Shoreland-Wetland Zoning District that contains vegetation must maintain that vegetation in a vegetative buffer zone along the entire shoreline of the property and extending 35 feet inland from the ordinary high-water mark of the navigable water. Notwithstanding this requirement, if the vegetation in a vegetative buffer zone contains invasive species or dead or diseased vegetation, the owner of the shoreland property may remove the vegetation, except that if the owner removes all of the vegetation in the vegetative buffer zone, the owner shall establish a vegetative buffer zone with new vegetation. Additionally, all persons who are required to maintain or establish a vegetative buffer zone pursuant to this Subsection may remove all of the vegetation in a part of that zone to establish a viewing or access corridor that is no greater than 30 feet for every 100 feet of shoreline frontage, and that extends no more than 35 feet inland from the ordinary high-water mark. For example, if a property owner maintains 300 feet of shoreline

frontage, the owner may remove up to 90 feet of vegetation for viewing and access purposes.

- (h) *Inapplicability.* This section does not apply to lands adjacent to an artificially constructed drainage ditch, pond, or stormwater retention basin if the drainage ditch, pond, or retention basin is not hydrologically connected to a natural navigable water body.

**Section 6.** Section 109-256 of the City Code is hereby amended to read as follows:

**Sec. 109-256. Nonconforming structures and uses.**

- (a) The lawful use of a building, structure or property which existed at the time the ordinance from which this article is derived, or an applicable amendment to the ordinance from which this article is derived, took effect and which is not in conformity with the provisions of this article, including the routine maintenance of such a building or structure, may be continued, subject to the following conditions:

- (1) The shoreland-wetland provisions of this article authorized by Wis. Stats. § 62.231 shall not limit the repair, reconstruction, renovation, remodeling or expansion of a nonconforming structure in existence on the effective date of the shoreland-wetland provisions, or of any environmental control facility in existence on May 7, 1982, related to such a structure. All other modifications to nonconforming structures are subject to Wis. Stats. § 62.23(7)(h) which limits total lifetime structural repairs and alterations to 50 percent of current fair market value.
  - (2) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, any future use of the building, structure or property shall conform to this article.
  - (3) Any legal nonconforming use of property which does not involve the use of a structure and which existed at the time of the adoption or subsequent amendment of this article adopted under Wis. Stats. § 61.351 or 62.231 may be continued although such use does not conform with the provisions of the article. However, such nonconforming use may not be extended.
  - (4) The maintenance and repair of nonconforming boathouses which are located below the ordinary high-water mark of any navigable waters shall comply with the requirements of Wis. Stats. § 30.121.
- (b) Uses which are nuisances under common law shall not be permitted to continue as nonconforming uses.

**Section 7.** Section 109-257 of the City Code is hereby amended to read as follows:

**Sec. 109-257. Administrative provisions.**

- (a) *Zoning Administrator.*
  - (1) The Building Inspector is appointed Zoning Administrator for the purpose of administering and enforcing this article.
  - (2) The Zoning Administrator shall have the following duties and powers:

- a. Advise applicants as to the provisions of this article and assist them in preparing permit applications and appeal forms.
- b. Issue permits and certificates of compliance and inspect properties for compliance with this article.
- c. Keep records of all permits issued, inspections made, work approved and other official actions.
- d. Have access to any structure or premises between the hours of 8:00 a.m. and 6:00 p.m. for the purpose of performing these duties.
- e. Submit copies of decisions on variances, conditional use permits, appeals for a map or text interpretation, and map or text amendments within ten days after they are granted or denied, to the appropriate office of the Department.
- f. Investigate and report violations of this article to the appropriate municipal planning agency and the District Attorney, corporation counsel or municipal attorney.

(b) *Administrative Permits.*

- (1) *When required.* Unless another Section of this article specifically exempts certain types of development from this requirement, an administrative permit shall be obtained from the Zoning Administrator before any new development, as defined in Section 109-19, or any change in the use of an existing building or structure is initiated.
- (2) *Application.* An application for an administrative permit shall be made to the Zoning Administrator upon forms furnished by the municipality and shall include, for the purpose of proper enforcement of these regulations, the following information:
  - a. *General information.*
    - 1. Name, address, and telephone number of applicant, property owner and contractor, where applicable.
    - 2. Legal description of the property and a general description of the proposed use or development.

3. Whether or not a private water supply or sewage system is to be installed.
- b. *Site development plan.* The site development plan shall be submitted as a part of the permit application and shall contain the following information drawn to scale:
1. Dimensions and area of the lot;
  2. Location of any existing or proposed structures with distances measured from the lot lines and centerline of all abutting streets or highways;
  3. Description of any existing or proposed on-site sewage systems or private water supply systems;
  4. Location of the ordinary high-water mark of any abutting navigable waterways;
  5. Boundaries of all wetlands;
  6. Existing and proposed topographic and drainage features and vegetative cover;
  7. Location of floodplain and floodway limits on the property as determined from floodplain zoning maps;
  8. Location of existing or future access roads; and
  9. Specifications and dimensions for areas of proposed wetland alteration.
- (3) *Expiration.* All permits issued under the authority of this article shall expire 12 months from the date of issuance.

(c) *Certificates of compliance.*

- (1) Except where no administrative permit or conditional use permit is required, no land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, rebuilt or replaced shall be occupied, until a certificate of compliance is issued by the Zoning Administrator subject to the following provisions:
  - a. The certificate of compliance shall show that the building or premises or part thereof, and the proposed use thereof, conform to the provisions of this article.
  - b. Application for such certificate shall be concurrent with the application for an administrative or conditional use permit.
  - c. The certificate of compliance shall be issued within ten days after notification of the completion of the work specified in the administrative or conditional use permit, providing the building or premises and proposed use thereof conforms with all the provisions of this article.
- (2) The Zoning Administrator may issue a temporary certificate of compliance for a building, premises or part thereof pursuant to rules and regulations established by the municipal governing body.
- (3) Upon written request from the owner, the Zoning Administrator shall issue a certificate of compliance for any building or premises existing at the time of ordinance adoption, certifying after inspection, the extent and type of use made of the building or premises and whether or not such use conforms to the provisions of this article.

(d) *Conditional use permits.*

- (1) *Application.* Any use listed as a conditional use in this article shall be permitted only after an application has been submitted to the Zoning Administrator and a conditional use permit has been granted by the Plan Commission following the procedures in Subsections 109-257(h)(2) and (3).

- (2) *Conditions.* Upon consideration of the permit application and the standards applicable to the conditional uses designated in Subsection 109-255(c)(3), the Plan Commission shall attach such conditions to a conditional use permit, in addition to those required elsewhere in this article, as are necessary to further the purposes of this article as listed in Section 109-253(b). Such conditions may include specifications for, without limitation because of specific enumeration: type of shore cover; erosion controls; increased setbacks; specific sewage disposal and water supply facilities; landscaping and planting screens; period of operation; operational control; sureties; deed restrictions; location of piers, docks, parking areas and signs; and type of construction. To secure information upon which to base its determination, the Plan Commission may require the applicant to furnish, in addition to the information required for a zoning permit, other pertinent information which is necessary to determine if the proposed use is consistent with the purpose of this article.
  
- (e) *Fees.* The municipal governing body may, by resolution, adopt fees for the following:
  - (1) Administrative permits.
  - (2) Certificates of compliance.
  - (3) Public hearings.
  - (4) Legal notice publications.
  - (5) Conditional use permits.
  - (6) Rezoning petitions.
  
- (f) *Recording.* Where an administrative permit or conditional use permit is approved, an appropriate record shall be made by the Zoning Administrator of the land use and structures permitted.
  
- (g) *Revocation.* Where the conditions of an administrative permit or conditional use permit are violated, the permit shall be revoked by the Plan Commission.
  
- (h) *Plan Commission and Board of Appeals.* For purposes of this article:
  - (1) *Powers and duties.* In addition to the powers granted by statute:

- a. The Plan Commission shall hear and decide applications for conditional use permits.
- b. The Board of Appeals may authorize upon appeal a variance from the dimensional standards of this article where an applicant convincingly demonstrates:
  - 1. That literal enforcement of the terms of this article will result in unnecessary hardship for the applicant;
  - 2. That the hardship is due to special conditions unique to the property; and is not self-created or based solely on economic gain or loss;
  - 3. That such variance is not contrary to the public interest as expressed by the purpose of this article; and
  - 4. That such variance will not grant or increase any use of property which is prohibited in the zoning district.

(2) *Public hearings.*

- a. Before making a decision on an appeal or application for a conditional use permit or a variance, the Plan Commission or the Board of Appeals, as the case may be, shall, within a reasonable period of time, hold a public hearing. Public notice of the hearing shall be given by publishing a class 2 notice under Wis. Stats. ch. 985, specifying the date, time and place of the hearing and the matters to come before the Plan Commission or the Board of Appeals, as the case may be. At the public hearing, any party may present testimony in person, by agent or by attorney.
- b. A copy of such notice shall be mailed to the parties in interest and the appropriate office of the Department at least ten days prior to all public hearings on issues involving shoreland-wetland zoning.

(3) *Decisions.*

- a. The final disposition of an appeal or application for a conditional use permit before the Plan Commission or a variance before the Board of

Appeals shall be in the form of a written decision, made within a reasonable time after the public hearing and signed by the Commission or Board chairperson. Such decision shall state the specific facts which are the basis of the Commission's or Board's determination and shall either affirm, reverse, or modify the order, requirement, decision or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or prosecution, or grant the application for a conditional use.

- b. A copy of such decision shall be mailed to the parties in interest and the appropriate office of the Department within ten days after the decision is issued.

(4) *Appeals.*

Appeals to the Board of Appeals may be taken by any person aggrieved or by an officer, department, board or bureau of the City affected by any order, requirement, decision, or determination of the zoning administrator or other administrative official. Such appeals shall be taken within a reasonable time, as provided by the rules of the Board by filing with the official whose decision is in question, and with the Board of Appeals, a notice of appeal specifying the reasons for the appeal. The zoning administrator or other official whose decision is in question shall transmit to the Board all the papers constituting the record on the matter appealed.

**Section 8.** Section 109-258 of the City Code is hereby amended to read as follows:

**Sec. 109-258. Amending shoreland-wetland zoning regulations.**

The municipal governing body may alter, supplement or change the district boundaries and the regulations contained in this article in accordance with the requirements of Wis. Stats. § 62.23(7)(d), Wis. Admin. Code Ch. NR 117, and the following:

- (1) A copy of each proposed text or map amendment shall be submitted to the appropriate office of the Department within five days of the submission of the proposed amendment to the municipal planning agency;
- (2) All proposed text and map amendments to the shoreland-wetland zoning regulations shall be referred to the municipal planning agency, and a public

hearing shall be held after Class 2 notice as required by Wis. Stats. § 62.23(7)(d)2. The appropriate office of the Department shall be provided with written notice of the public hearing at least ten days prior to such hearing;

- (3) In order to ensure that this article will remain consistent with the shoreland protection objectives of Wis. Stats. § 281.31 the municipal governing body may not rezone a wetland in a Shoreland-Wetland Zoning District, or any portion thereof, where the proposed rezoning may result in a significant adverse impact upon any of the following wetland functions:
  - a. Stormwater and floodwater storage capacity;
  - b. Maintenance of dry season stream flow or the discharge of groundwater to a wetland, the recharge of groundwater from a wetland to another area or the flow of groundwater through a wetland;
  - c. Filtering or storage of sediments, nutrients, heavy metals or organic compounds that would otherwise drain into navigable waters;
  - d. Shoreline protection against erosion;
  - e. Fish spawning, breeding, nursery or feeding grounds;
  - f. Wildlife habitat; or
  - g. Areas of special recreational, scenic or scientific interest, including scarce wetland types and habitat of endangered species.
- (4) Where the Department determines that a proposed rezoning may have a significant adverse impact upon any of the criteria listed in Subsection 109-258(3), the Department shall so notify the municipality of its determination either prior to or during the public hearing held on the proposed amendment.
- (5) The appropriate office of the Department shall be provided with:
  - a. A copy of the recommendation and report, if any, of the municipal planning agency on a proposed text or map amendment, within ten days after the submission of those recommendations to the municipal governing body.

b. Written notice of the action on the proposed text or map amendment within ten days after the action is taken.

(6) If the Department notifies the municipal planning agency in writing that a proposed amendment may have a significant adverse impact upon any of the criteria listed in Subsection 109-258(3), that proposed amendment, if approved by the municipal governing body, shall not become effective until more than 30 days have elapsed since written notice of the municipal approval was mailed to the Department, as required by Subsection (5)(b) of this section. If within the 30-day period, the Department notifies the municipality that the Department intends to adopt a superseding shoreland-wetland zoning ordinance for the municipality as provided by Wis. Stats. § 62.231(6) the proposed amendment shall not become effective until the ordinance adoption procedure under Wis. Stats. § 62.231(6) is completed or otherwise terminated.

**Section 9.** Section 109-259 of the City Code is hereby amended to read as follows:

**Sec. 109-259. Enforcement and penalties.**

Any development, building or structure or accessory building or structure constructed, altered, added to, modified, rebuilt or replaced or any use or accessory use established after the effective date of this article in violation of the provisions of this article, by any person, firm, association, corporation (including building contractors or their agents) shall be deemed a violation. The Zoning Administrator shall refer violations to the municipal planning agency and the district attorney, corporation counsel or municipal attorney who shall prosecute such violations. Any person, firm, association, or corporation who violates or refuses to comply with any of the provisions of this article shall be subject to forfeiture as prescribed in Section 1-7. Each day of continued violation shall constitute a separate offense. Every violation of this article is a public nuisance and the creation thereof may be enjoined and the maintenance thereof may be abated by action at suit of the municipality, the State, or any citizen thereof pursuant to Wis. Stats. § 87.30(2).

This ordinance shall take effect immediately upon its passage and publication as provided by law.

Passed and approved:

Published and effective:

CITY OF NEW RICHMOND

By: \_\_\_\_\_  
Fred Horne, Mayor

ATTEST: \_\_\_\_\_  
Tanya Reigel, City Clerk



TO: Mayor and City Council  
FROM: Nancy Petersen, Utility Finance Director  
DATE: October 9, 2015  
RE: **Agreements for Special Assessments for Unpaid Utility Bills between the Towns of Richmond and Star Prairie**

**BACKGROUND**

The City of New Richmond is allowed by Wisconsin law and ordinance to special assess for unpaid utility bills of customers located in the City of New Richmond.

The Utility is seeking the ability to place unpaid utility bills on the tax rolls of customers served outside of the City Limits. The Utility provides water only service to customers located in the Town of Star Prairie, mainly the landfill area. Additionally, the Utility provides electric only service to a handful of customers located in Richmond Township.

As a not-for-profit utility, this collection method protects New Richmond Utility's ratepayers from having the loss of revenue recorded in its rates.

The Agreements were approved by the boards of the Towns of Richmond and Star Prairie on October 8 and 6, respectively.

**RECOMMENDATION**

Staff recommends approval of the Agreements for Special Assessments for Unpaid Utility Bills with the Towns of Richmond and Star Prairie.

**AGREEMENT FOR SPECIAL ASSESSEMENTS  
FOR UNPAID UTILITY BILLS**

**THIS AGREEMENT FOR SPECIAL ASSESSEMENTS FOR UNPAID UTILITY BILLS** (“Agreement”) is made and entered into this \_\_\_ day of October, 2015 by and between the Town of Richmond, Wisconsin, a Wisconsin municipal corporation (“Town”) and the City of New Richmond, Wisconsin, a Wisconsin municipal corporation (“City”). The Town and the City are hereafter collectively referred to as the “Parties.”

**RECITALS**

- A. The City operates a municipal utility, New Richmond Utilities (“Utilities”), that also provides utility services to owners of parcels located in the Town.
- B. Utilities operates on a not-for-profit basis. The State, through Wis. Stat. §66.0809(3&4), authorizes municipal authorities to levy arrearages against parcels on which utility bills are delinquent. This method of collection protects Utilities’ paying customers from having Utility’s loss of revenue reflected in its rates. Sec. 86-1 of the City Code provides the procedure for the City to levy the arrearages.
- C. Pursuant to Section 66.0301 of Wisconsin Statutes, the Parties are each authorized to enter into an Agreement for cooperative actions.
- D. The Town and the City desire to enter into an agreement to assess to properties whose utility bills are delinquent.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the City and the Town agree as follows

**AGREEMENT**

**1. Town Resolution.** The Town shall enact a “Resolution Authorizing the Town of Richmond to Impose a Special Charge under Wis. Stats. §66.0809” containing substantially the same provisions outlined in this Agreement and said Resolution will authorize the City Clerk to apply Sec. 86-1 of the City Code to the residents of the Town.

**2. Process for Assessment.** Utilities will provide the Town Clerk with a list of the parcels for which utility service charges are in arrears on October 15th of each year (“Delinquent Parcels”). The Town authorizes Utilities to send a notice to each owner or the occupant of the Delinquent Parcels in accordance with §66.0809(3) and acknowledges that Utilities will, on November 16th of each year, certify and file with the Town Clerk a list of parcels for which notice was given and which remain unpaid. The Town Clerk will insert the delinquent amount and penalty as a tax against the lot.

**3. Costs and Fees.** The City shall be responsible for all costs, expenses and fees (including reasonable attorney fees) associated with the collection of any delinquent utility accounts pursuant to this Agreement.

**4. Payment of Recovered Utility Charges.** The Town will remit to Utilities any funds it collects through the special assessments it charges due to delinquent utility bills.

5. **Indemnification.** City agrees to protect, defend, indemnify and hold harmless the Town from and against any and all claims, proceedings, and investigations, and all loss, costs, damages, liability and expenses (including court costs and reasonable attorney's fees) arising out of any negligent, willful, or wanton actions of the City or its agents or employees in performing their obligations pursuant to this Agreement, or arising out of any breach or violation of this Agreement by City, its agents or employees. The Town hereby agrees that it shall protect, defend, indemnify and hold harmless the City from and against any and all claims, proceedings, investigations, and all loss, cost, damages, liability and expenses (including court costs and reasonable attorney's fees) arising out of any negligent, willful, or wanton actions of the Town or its agents, or employees in performing their obligations pursuant to this Agreement, or arising out of any breach or violation of this Agreement by the Town, its agents or employees.

6. **Authority to Execute.** The individuals signing on behalf of the City and Town warrant they have been properly authorized to do so by their respective Council and Board, and to bind them to its terms.

7. **Cooperation.** The Town shall take any reasonable action requested by the City and deemed necessary to enable the City to perform and fulfill its obligations pursuant to this Agreement. The City shall take any reasonable action requested by the Town and deemed necessary to enable the Town to perform and fulfill its obligations pursuant to this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the services described herein and supersedes all previous negotiations, commitments and writings. This Agreement may not be modified or amended except by a writing duly signed by the authorized representatives of the Parties. Any condition or provision of or in any document or communication whatsoever, other than a writing amending or modifying this Agreement in accordance with this Section 7 shall be deemed inapplicable to the obligations between the Parties.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Wisconsin.

10. **Waiver of Jury Trial.** The Parties jointly and severally WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY with regard to any actions, claims, disputes or proceedings arising out of or in connection with this Agreement. Each of the Parties represents that THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

11. **Severability.** It is intended that each paragraph of this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS THEREOF**, the Parties have executed this Agreement.

**CITY:**

**TOWN:**

**CITY OF NEW RICHMOND**

**TOWN OF RICHMOND**

\_\_\_\_\_  
By: Frederick Horne  
Its: Mayor

\_\_\_\_\_  
By: Gary Knutson  
Its: Town Board Chairperson

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
By: Tanya Reigel  
Its: City Clerk

\_\_\_\_\_  
By: Donna Preece  
Its: Clerk

**AGREEMENT FOR SPECIAL ASSESSEMENTS  
FOR UNPAID UTILITY BILLS**

**THIS AGREEMENT FOR SPECIAL ASSESSEMENTS FOR UNPAID UTILITY BILLS** (“Agreement”) is made and entered into this \_\_\_ day of October, 2015 by and between the Town of Star Prairie, Wisconsin, a Wisconsin municipal corporation (“Town”) and the City of New Richmond, Wisconsin, a Wisconsin municipal corporation (“City”). The Town and the City are hereafter collectively referred to as the “Parties.”

**RECITALS**

- A. The City operates a municipal utility, New Richmond Utilities (“Utilities”), that also provides utility services to owners of parcels located in the Town.
- B. Utilities operates on a not-for-profit basis. The State, through Wis. Stat. §66.0809(3&4), authorizes municipal authorities to levy arrearages against parcels on which utility bills are delinquent. This method of collection protects Utilities’ paying customers from having Utility’s loss of revenue reflected in its rates. Sec. 86-1 of the City Code provides the procedure for the City to levy the arrearages.
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**IN WITNESS THEREOF**, the Parties have executed this Agreement.

**CITY:**

**TOWN:**

**CITY OF NEW RICHMOND**

**TOWN OF STAR PRAIRIE**

\_\_\_\_\_  
By: Frederick Horne  
Its: Mayor

\_\_\_\_\_  
By: Scott Counter  
Its: Town Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
By: Tanya Reigel  
Its: City Clerk

\_\_\_\_\_  
By: Michael Burke  
Its: Town Clerk/Treasurer



156 East First Street  
New Richmond, WI 54017  
Ph 715-246-4268 Fax 715-246-7129  
[www.newrichmondwi.gov](http://www.newrichmondwi.gov)

**TO: Mayor Horne and City Council Members**

**FROM: Beth Thompson, Community Development Director**

**DATE: October 8, 2015**

**RE: Assessor Proposals**

### **Background**

In 2013, 2014 and 2015, our contracted Assessor for the City of New Richmond has been Bowmar Appraisal, Inc. out of Eau Claire, Wisconsin. As we have done in the past, every three years City staff has put the Assessor contract out for proposals. The new contract years will be 2016, 2017 and 2018. These three years will be for maintenance only, a revaluation is not necessary at this time.

The Assessor's responsibility is to discover, list and establish equitable and uniform values of all non-manufacturing taxable real and personal property as directed by the Wisconsin State Statutes. Wisconsin Law requires all assessments to be based on fair market value. Estimating the market value of your property is a matter of determining the price a typical buyer would pay for it in its present condition. Some factors the Assessor considers are: what similar properties are selling for, what it would cost to replace the property, the rent it may earn, and any other factors that affect value. It is important to remember that the Assessor does not create this value but rather interprets what is happening in the market place. The Assessor is not involved in the collection of property taxes.

The City received proposals on September 30, 2015 from Accurate Appraisal, LLC, Owen Assessing, LLC, Chimney Rock Appraisal, Associated Appraisal Consultants and Grota Appraisals.

City staff has put together the attached matrix showing comparisons for services, costs and other important information. On October 7, 2015, City staff completed phone interviews with the lowest three bidders. These interview questions were the same for all three candidates. All proposals are included with this memo for your review along with references.

The budgeted amount for 2015 was \$25,000 and that same amount is planned for 2016. As you will see in the matrix, two companies fall within that budgeted amount, a third company is very close and the other two are considerably higher.

### **Recommendation**

After considerable review, City staff is recommending Owen Assessing, LLC out of Menomonie, Wisconsin.

Below is a list of concerns regarding the lowest bidder Accurate Appraisals, LLC:

1. Accurate Appraisal is 3.5 hours away from New Richmond – our concern is customer service and response time. Also, do they know our community? They have no customers within St. Croix County.
2. The computer software they use is different than our current system – Market Drive. This is our main concern. The concern falls in the fact that the City and/or our current assessor would need to transfer the Market Drive files into a format that could be imported into their system. There are no other appraisal companies using this system – so when the three year contract is up, the City or the new Assessor would need to transfer these files back into a commonly used system such as Market Drive. This will be a costly addition – up to \$90 per hour for conversion and could take a day or more.

Below is a list of the reasons why City staff is recommending Owen Assessing, LLC:

1. The proposal falls under the budgeted amount of \$25,000 per year.
2. Owen Assessing is only 45 minutes from New Richmond and we believe they would be able to provide better customer service.
3. Owen Assessing uses our current software – Market Drive and is willing to provide training and assist with technical questions as needed. Kelly Owen has worked with Market Drive since 1998.
4. The tax information will be accessible at a viewer station at City Hall and online through an access database.
5. Owen Assessing is willing to assist the City with completing the PC220-Tax Exemption Report required by the State.
6. Owen Assessing is willing to keep office hours, when necessary, at City Hall.
7. Owen Assessing will send out and collect Statements of Personal Property for the City.
8. Owen Assessing will send out the assessment notices.

## ASSESSOR CONTRACT - REQUEST FOR PROPOSALS

FIRM NAME	DISTANCE FROM NEW RICHMOND	FAMILIAR WITH NEW RICHMOND	2016 COST	2017 COST	2018 COST	BUDGETED AMOUNT	INCLUDES POSTAGE	SOFTWARE USED	SOFTWARE COMPATABLE WITH ST. CROIX CO.	NUMBER OF ASSESSORS	CAN INFO BE ASSESSED BY TAXPAYER	INSURANCE COVERAGE	REFERENCE	YEARS OF EXP.	FLEXIBLE HOURS	KEEP HOURS IN NEW RICHMOND	MAIL STMT. OF PERSONAL PROPERTY AND ASSMT. NOTICES	ASSIST WITH PC 220 TAX EXEMPTION REPORT	PHONE INTERVIEW
Accurate Appraisal, LLC Menasha, WI	3-1/2 Hours	No	\$22,500	\$22,500	\$22,500	\$25,000	Yes, Included in Contract	CAMA (Extra cost to transfer data over (to and from) \$90 per hour	Yes	(16) Assessors	Yes, on-line	4,000,000	Attached	Since 1993	Yes	Office Hours as needed	Yes	Yes	Yes
Owen Assessing LLC, Menomonie, WI	45 Minutes	Yes-State Mfg. Assr.	\$24,800	\$24,800	\$24,800	\$25,000	Yes, Included in Contract	Market Drive	Yes	(2) Assessors	Yes, on-line database access and full viewing station at City Hall	1,000,000	Attached	Since 1998	Yes	Office Hours as needed	Yes	Yes	Yes
Chimney Rock Appraisal, Mondovi, WI	1-1/2 Hours	No	\$25,200	\$25,200	\$25,200	\$25,000	Yes, Included in Contract	Market Drive	Yes	(3) Assessors	Yes, on their own site	1,000,000	Attached	Since 1998	Yes	Office Hours as needed	Yes	No	Yes
Associated Appraisal Consultants, Appleton, WI	3-3/4 Hours	Yes	\$31,000	\$31,500	\$32,000	\$25,000	No	Market Drive	Yes	(20) Assessors	Yes, extra cost of \$675 per year	2,000,000	None	Since 1959	Yes	N/A	Yes	No	No
Grota Appraisals, LLC, Menomonee Falls, WI	4-1/4 Hours	Yes	\$37,900	\$37,900	\$37,900	\$25,000	Yes, Included in Contract	Market Drive	Yes	(3) Assessors	Yes, on-line	Not supplied	In proposal	Since 1987	Yes	N/A	Yes	Yes	No



# Agreement for Maintenance Assessment Services

Prepared for:

City of New Richmond

By

Accurate Appraisal, LLC.

# AGREEMENT FOR MAINTENANCE ASSESSMENT SERVICES

## Section I

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of New Richmond, St. Croix County, State of Wisconsin, party of the first part, hereinafter referred to as "Client",

AND

ACCURATE APPRAISAL LLC., PO BOX 415, MENASHA, WI 54952, party of the second part, hereinafter referred to as "Accurate".

## SCOPE OF SERVICES

Accurate shall provide the Client with maintenance assessment services by Wisconsin Department of Revenue Certified Personnel for the 2016-2018 assessment years, which includes the following:

1. Accurate shall update and maintain 100% real property assessment records for the Client. Said service shall include all assessing services so as to comply with all applicable Wisconsin statutes, codes, rules, and/or regulations, including the assessment of all new construction, remodeling, additions and changes relating to improvements removed for any reason such as fire, demolition, etc. through building permits. Accurate shall reapportion value brought about through property splits.
2. Accurate shall prepare and mail personal property blotters from a list supplied by the Client of the accounts to be assessed. Accurate will analyze returned personal property blotters from the merchants in order to establish the proper assessment.
3. Accurate shall, without additional expense to the Client, be required to attend Open Book and all Board of Review meetings and shall be responsible for defending all assessments. The Open Book meeting shall be conducted as needed. The meetings

shall be scheduled by Accurate with the Clerk. The Open Book meetings shall be completed no later than the agreement date specified in Section III of this agreement.

4. Accurate shall enter real estate and personal property assessments in the current assessment roll so that it may be submitted to the Board of Review.
5. Accurate shall retain the right to employ additional certified personnel at Accurate's expense as deemed necessary to complete the assessment roll in a timely manner. Responsibility for the content and accuracy of the assessment roll regardless of the use of other personnel shall, however, rest with Accurate.
6. The Client's responsibilities will be to supply Accurate with adequate office space in or near the Client's Hall. Items to be mailed such as, but not limited to, assessor's final report and personal property blotters will be the responsibility of Accurate.
7. The Client will hold harmless Accurate from third party claims and liabilities due to the assessment of property except claims or liabilities, which result from the intentional or negligent acts or omissions of Accurate, its employees, agents and representatives, shall be the responsibility of Accurate.
8. This agreement between the Client and Accurate shall be for the aforementioned assessment year beginning January 1<sup>st</sup>, 2016 and ending December 31<sup>st</sup>, 2018. It is expected the work will commence with the mailing of personal property blotters and be completed after the final adjournment of the Board of Review and any necessary follow up questions and/or work because of appeals of Board of Review decisions.
9. Accurate shall submit four equal installments/invoices based upon a percentage complete between January 1 and that the completion of Board of Review. The Client reserves the right to retain a 10% holdback pending final completion of all terms and conditions of the contract.
10. Accurate shall provide advice and opinion for assessment matters and will defend values through the appeal process beyond the Open Book and Board of Review.
11. Accurate shall complete its Open Book hearings under this agreement no later than the agreement date, specified in Section III of this agreement, except for delays

caused by the Client, county or state. Accurate may request a thirty-day extension to the contract upon written agreement with the Client.

12. Accurate shall maintain full insurance coverage to protect and hold harmless the Client. Limits of liability shall be not be less than the amounts listed below in this contract:

INSURANCE COVERAGE

General Liability

General Aggregate	\$ 4,000,000
Each Occurrence	\$ 2,000,000
Personal & Adv Injury	\$ 2,000,000
Products-Comp/Op Agg	\$ 4,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 10,000

13. Accurate shall consider the cost approach, market approach, and income approach in the valuation of all land and improvements where applicable.
14. Accurate shall use Computer Assisted Mass Appraisal software to accurately provide the Client with records of the maintenance and revaluation. For both residential and commercial valuation, Prolorem will be utilized following market data, Volume II of the Assessor manual and Marshall & Swift cost tables. The yearly maintenance fee associated with the use of either program will be at no additional expense to the Client. The data will be available to the public on [accurateassessor.com](http://accurateassessor.com); building data and appointment scheduling at no additional expense to the Client.
15. Photographs of all improved parcels will be taken digitally at no additional expense to the Client.
16. All expenses incurred by Accurate during the contract such as postage, phone calls, etc....., will be at no additional expense to the Client.
17. Accurate will promote understanding of the assessment process with taxpayers and the Client. The Client and Accurate shall work to maintain good public relations throughout the assessment program. Accurate shall mail initial informational postcards to all property owners explaining the revaluation process.

## Section II

### Parcel Totals:

Residential Total = 3,273

Residential Improved = 2,670

Commercial Total = 357

Commercial Improved = 294

Personal Property = 511

**Section III**

Agreement for Maintenance Assessment Services

Provided by Accurate Appraisal, LLC.

For

City of New Richmond, St. Croix County for the assessment years 2016-2018

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**Agreement completion date of June 30th for Regular Maintenance**

Fee for services rendered:

Accurate shall be paid the sum of:

**2016-2018 Regular Maintenance for \$22,500 each year  
2016-2018 Full Value Maintenance (Annual revaluation with no  
physical inspection) for \$34,500 each year**

\_\_\_\_\_

Lee De Groot  
Member  
Accurate Appraisal, LLC.

\_\_\_\_\_

Date

\_\_\_\_\_

Authorized Client Signature

\_\_\_\_\_

Date

## References

Lori Gosz, City Administrator  
City of Brillion  
130 Calumet Street  
Brillion, WI 54110  
920-756-2250

Marie Moe, City Clerk  
City of Portage  
115 W Pleasant St.  
Portage, WI 53901  
608-742-2176

Dave Hongisto, Building Inspector  
City of DePere  
335 S. Broadway St.  
DePere, WI 54115  
920-339-4053

Helen Schmidlkofer, City Clerk  
City of Chilton  
42 School St.  
Chilton, WI 53014  
920-849-2451

John Somers, Finance Director  
City of Beaver Dam  
205 S Lincoln Ave.  
Beaver Dam, WI 53916  
920-887-4600

Population  
3,172  
(2012)

Population  
10,284 (2012)

Population  
23,925 (2012)

Population  
3,985 (2012)

Population  
16,290  
(2012)

# Lee T. De Groot

## Employment

Accurate Appraisal LLC., Appleton, WI.

Member (June 2000 – Present)

- Current projects: City of Beaver Dam, City of Portage, City of Lake Geneva, City of Stoughton, City of Glendale, City of Brodhead, City of Brillion, City of Chilton, City of Jefferson, City of Elkhorn, City of Monona, City of Edgerton, City of Milton, City of Lodi, City of De Pere, City of Lancaster, City of Prescott, Village of Saukville, Village of Fontana, Village of Bayside, Village of Hartland, Village of Sussex, Village of Germantown, Village of Kimberly, Village of Belgium, Village of Mount Horeb, Village of Cambridge, Village of Sullivan, Village of Pardeeville, Village of Cambria, Village of Oregon, Village of Blue Mounds, Village of Cleveland, Village of Combined Locks, Village of Friesland, Village of Poynette, Village of Walworth, Village of Shorewood Hills.
- Company is Statutory Assessor for 99 municipalities statewide.
- Relegating and managing an assessor crew.
- Residential and commercial valuing.
- Open Book and Board of Review Sessions.
- Developed software program.
- Experienced in GVS, Microsolve, and PC Market Drive software.
- Assessor since 1993.

## Education

University of Wisconsin – Oshkosh, Bachelor of Science (May 1991)

Major: Political Science, emphasis in Public Administration.

Minor: Business Administration.

## Assessor Certification

State of Wisconsin Certified Level 2 Assessor # JQL722814D.

## Tanya Reigel

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**From:** Helen Schmidlkofer - City Clerk/Administrative Coordinator [chiltonclk@chiltonwi.com]  
**Sent:** Monday, October 5, 2015 8:11 AM  
**To:** Tanya Reigel  
**Subject:** RE: Assessors

Great to hear from you.

Accurate Appraisal – is very efficient, friendly and easy to work with.

Originally we were on paper format and converted to a software program which works very efficiently for us and the residents to view.

Board of Review – they prepare a report that shows the property in attendance along with 3 to 4 other residents for comparison along with the photo of the residence. Great materials for the board of Review to use and truly assists with their determination.

Field work- they typically bring in 4 to 5 people to complete their work.

Recommendation – yes

Helen Schmidlkofer  
City Clerk/Treasurer/Administrative Coordinator  
City of Chilton  
42 School Street  
Chilton, WI 53014  
920-849-2451  
Fax 920-849-2025  
Population 3,920  
[chiltonclk@chiltonwi.com](mailto:chiltonclk@chiltonwi.com)

## Tanya Reigel

---

**From:** John Somers [jsomers@cityofbeaverdam.com]  
**Sent:** Thursday, October 1, 2015 9:21 AM  
**To:** Tanya Reigel  
**Subject:** RE: Assessors

Hi Tanya,

The City has worked with Accurate since 2000. We have been very pleased with their work. We rarely have anyone come to the Board of Review because they resolve issues at open book. In the beginning we had regular office hours but now they only come to City Hall a few times a year usually around tax time and prior to open book. They are able to work with citizens via the phone and there is so much information online now.

I have no complaints and would recommend them to provide assessment services for you.

John Somers  
Director of Administration  
City of Beaver Dam  
205 South Lincoln Avenue  
Beaver Dam, WI 53916

population - 16,296 (2012)

Phone: 920-887-4600

Fax: 920-887-4605

[jsomers@cityofbeaverdam.com](mailto:jsomers@cityofbeaverdam.com)

## Tanya Reigel

---

**From:** Shana Defnet [sdefnet@mail.de-pere.org]  
**Sent:** Thursday, October 1, 2015 11:35 AM  
**To:** Tanya Reigel  
**Cc:** Dave Hongisto  
**Subject:** RE: Assessors

Hi Tanya,

I really enjoy working with Accurate! We usually have a pretty mild board of review, with most issues being resolved by Accurate ahead of time at the open book.

They do not keep monthly office hours here, but that does not seem to be an issue at all. They are very accessible by phone and email. They always get me anything I need within a very reasonable amount of time.

I have copied Dave Hongisto, our Building Inspector, on this email. He has worked with them much longer than I have and will have more information for you.

Good luck!

**Shana Defnet**  
City of De Pere Clerk-Treasurer  
335 S. Broadway Street  
De Pere WI 54115  
☎ 920-339-4050

# Owen Assessing LLC

E3571 810th Ave Menomonie, WI 54751, Office 715-643-2081, email: OwenAssessingllc@gmail.com

Called Kelly on  
10/15 regarding  
Postage - will  
include postage  
in original  
proposal - NO  
extra charge.

**September 28, 2015**

Tanya Reigel, City Clerk – City of New Richmond  
156 East First Street  
New Richmond, WI 54017

**Dear Tanya Reigel, City Clerk:**

Please accept our bid for assessment services per your assessment proposal request. Included in this proposal you will find a copy of our resumes, a contract for the assessment services, a list of references and an insurance binder for liability insurance. We also carry E & O insurance with our assessment business. The cost of our assessment service for your municipality will be \$ 24,800 per year annually paid in equal quarterly payments of \$6,200.00 for 12 quarterly periods. Total contract for 2016-2018 equals \$ 74,400.00. This will be billed by our firm to the City of New Richmond, one month prior to the due date of each quarter.

We believe that it is important to get all work done in a timely manner, and expect to complete the open book and board of review by the second Monday in June as prescribed by law. We plan to send out the personal property statements for the upcoming year by December 31, 2015.

We have been working with the Market Drive software since 1998, and can answer many questions related to the software. We have used the software extensively, and find it very useful when used properly. We will be providing the municipality with a book of the current sales of property, in both a PDF form and also printed form annually. We will also be providing a copy of the current years data back up after the conclusion of the board of review. All of the reports sent to the State of Wisconsin will be performed with the use of the Market Drive software in a timely manner as well. We are also able to help the City of New Richmond with the set up and maintenance of the data for a view only copy of Market Drive.

We will be conducting our services professionally within the community. We pride ourselves on returning phone calls in a timely manner. We do our assessment fact gathering while we are in the field and data entry is done on site to ensure accuracy. This includes inputting pictures, updating sketches and drawings when on site, and adding notes at the time of inspection.

We feel that it is important to answer the questions that property owners have about the assessment process or about their own assessment. We also conduct on site review inspections at the property owner's request. Our firm will also review all open building permits for each assessment year and also review all the land uses changes annually.

We look forward to hearing from you and an opportunity to interview for this position with the City of New Richmond. Please feel free to contact us with any questions.

Sincerely,



**Owen Assessing LLC**

**CONTRACT FOR ASSESSMENT SERVICES  
BETWEEN  
City of New Richmond and Owen Assessing LLC**

IT IS AGREED BY AND BETWEEN City of New Richmond in St. Croix County Wisconsin, a municipal corporation (hereafter "Municipality") and Owen Assessing LLC, E3571 810<sup>th</sup> Ave Menomonie WI (hereafter "Assessment Service") as follows:

1. SCOPE OF SERVICES

- A. Inspections. The following maintenance inspection cycle is to be completed by Assessment Service, namely:
1. New construction, annexed properties, and exempt status changes shall be physically inspected;
  2. Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected;
  3. All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure a fair assessment.
  4. Requests for review of assessment by property owners shall be physically inspected during the current assessment cycle.
- B. Parcel Identification. The legal description, drawing and measurements of improvements shall be contained in the existing property record cards. Drawing shall be made for all new records. In the event of a discrepancy exists, the Assessment Service shall investigate and correct the record.
- C. Preparation of Record Cards. Appropriate record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessment Service shall supply to the County, a complete set of property records on computer readable format thru Market Drive Software Program which is compatible with County's software and update the computer accessible records within fourteen (14) days of final adjournment of the Board of Review.
- D. Open Book Conference. Upon completion of the Assessment Service review of assessments and prior to completion of the assessment rolls, the Assessment Service shall hold an open book conference for the purpose of enabling property owners or their agents to review and

promulgated by the Wisconsin Department of Revenue and the Municipality.

- B. Oath of Office. The Assessment Service shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. If the Assessment Service is a corporation or partnership, the person designated as responsible for the assessment shall comply with the above. The oath shall conform to Section 19.01 and filed with the Municipal Clerk prior to commencing duties.
- C. Qualifications and Conduct of Personnel. The Assessment Service shall provide at his/her own expense any personnel necessary and to comply with the following:
1. All personnel providing services shall be currently certified in compliance with Sec. 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
  2. The Assessment Service shall submit to the Municipality a résumé containing the name, address, education and prior experience of each employee anticipated to provide assessing services to the Municipality. Employees of the company who are later hired or were not anticipated to provide such services at the time of this Contract, shall submit appropriate information for approval of the Municipality before field inspection work is started by the employee.
  3. All employees, agents, or representatives of the Assessment Service shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
  4. The Assessment Service shall review any complaint relative to the conduct of his/her employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessment Service's, employees unsatisfactory, the Assessment Service shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.
  5. The Assessment Service shall supply all of his/her field representatives with identification cards, including the name, company, telephone number and photograph of the employee.
  6. In connection with the performance of work under this contract, the Assessment Service shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01 (5), Wis. Stats. Or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruiting

- liability covering operation, (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessment Service with the following minimum limits: Bodily injury \$500,000/person - \$1,000,000/occurrence; Property damage \$250,000/occurrence.
2. The Assessment Service shall carry proper and sufficient insurance to cover loss of records.
  3. The Assessment Service shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10 day advance notice of cancellation to the Municipality. The Assessment Service shall timely pay all insurance premiums.
  4. Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessment Service within the Municipality shall be assumed by the Assessment Service and Assessment Service shall indemnify and hold harmless the Municipality against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney's fees, arising from or connected with the Assessment Service activities in connection with the services provided to the Municipality, including but not limited to, any acts or omissions of the Assessment Service, his/her employees, agents, representatives, and any other person doing business with Assessment Service. This paragraph is not to be in conflict with Sec. 893.89(4), Wis. Stats.

### 3. TERM AND TERMINATION.

- A. **The term of this Contract shall be from January 1, 2017 to December 31, 2018.**
- B. Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract, upon sixty (60) days written notice to the other party. Upon termination by either party, Assessment Service shall deliver to the Municipality all records and materials in the Assessment Service's possession used or created during this Contract. During the 60 day wind down time, both the Assessment Service and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records.
- C. Either party may request of the other party a renewal or extension of this contract any time after July 1, 2017, which decision shall be accomplished before September 1, 2018.

## Kelly J. Owen

E3571 - 810<sup>th</sup> Ave  
Menomonie, WI 54751  
Phone (715)836-3941  
Cell (715)308-2870  
E-mail:Owenassessingllc@Centurytel.net

## Work History

### *2013 – Present Independent Contractor – Owen Assessing LLC, Menomonie, WI*

Perform all facets of a State Certified Assessor II. Responsible for establishing and maintaining professional practices required by the Wisconsin Department of Revenue, and WPAM guidelines. Perform duties of an assessor including maintaining the electronic work rolls, files, fielding sales, field reviews, pictures, and telephone conferences with tax payers on a day to day basis, and general office practices. Maintenance of all State required electronic report filing required.

*2010-2013 Property Assessment Specialist – Wisconsin Department of Revenue, Eau Claire, WI*  
Responsible for establishing, administering and maintaining standards of professional appraisal and assessment practice within Wisconsin. Maintaining electronic property record card, fielding sales, field reviews, TID reviews, and TELCO maintenance. Perform annual processing of both real and personal property for manufacturing property. I also have a working knowledge of the IPAS computer system and HOD, and other State of Wisconsin software.

*2000-2010 Independent Contractor- Owen Assessing LLC, Menomonie, WI*  
Perform all facets of a State Certified Assessor 1. Responsible for establishing and maintaining professional practices required by the Wisconsin Department of Revenue, and WPAM guidelines. Perform duties of an assessor including maintaining the electronic work rolls, files, fielding sales, field reviews, pictures, and telephone conferences with tax payers on a day to day basis, and general office practices. Maintenance of all State required electronic report filing required.

*1998-2001 Sub Contractor – Robert Irwin, Menomonie, WI*  
Perform and assist in all facets of assessor duties. Do map work, which includes parcel splits, right-of-ways, residential; commercial, agricultural, swamp, forestlands, and other. Do work with the Managed Forest program, and personal property. Perform all roadwork for both improved and unimproved parcels. Complete the roll book work, and send out notices. Attend Open Book and Board of Review on accounts.

*1992-1999 Cold end Tech - Cardinal FG, Menomonie, WI*  
Handle raw glass, operate fork truck, prepare glass for shipment, do closing inspections and setup, coordinate line and perform other miscellaneous cold end operations. Also planned, organized and budgeted summer picnics and holiday parties for the company.

**Owen Assessing LLC** - Current assessment services provided for the following municipalities.

**Barron County**

*Village of Almena* - Kathy Rockow, Clerk: PO Box 277 Almena, WI 54705 (715)357-6600  
*Town of Bear Lake* – Pamela Gannon, Clerk: 2555 15<sup>th</sup> St Rice Lake, WI 54848 (715)234-3822  
*Town of Prairie Farm* – Vicki Buck, Clerk: 624 1<sup>st</sup> Ave Prairie Farm, WI 54762 (715)495-2798  
*Town of Prairie Lake* – Karn Moe, Clerk: 795 21<sup>st</sup> St Chetek, WI 54728 (715)924-2580  
*Town of Rice Lake* – Janet Tomesh, Clerk/Treasurer: 1830 Macauley Ave Rice Lake, WI (715)234-8087  
*Town of Sioux Creek* – Liza Schroeder, Clerk: 1849 ¼ Ave New Auburn, WI 54757 (715)837-1007  
*Town of Turtle Lake* – Kathy Steffen, Clerk: 1076 3<sup>rd</sup> Ave Turtle Lake, WI 54889 (715)357-0045

**Buffalo County**

*Town of Alma* – Mary Liskowski, Clerk: S1345 Co Rd NN Alma, WI 54610 (608)685-3843  
*Village of Nelson* – Penny Mau, Clerk: N524 East Buffalo Ct Nelson, WI (715)673-4490

**Chippewa County**

*Town of Arthur* - Glen Sikorski, Clerk: 28301 134<sup>th</sup> Ave Cadott, WI 54727 (715)289-4825

**Dunn County**

*Town of Sand Creek* – Doug Westholm, Clerk PO Box 38 Sand Creek, WI 54765 (715)658-1725

**Pierce County**

*Town of Clifton* – Judy Clement – Lee, Clerk/Treasurer, N7401 1195th St River Falls, WI 54022  
*Town of Gilman* – Becky Manley, Clerk: W3104 850<sup>th</sup> Ave Spring Valley, WI 54767 (715)778-4303  
*Town of Oak Grove* – Dan Reis, Clerk: PO Box 434 Prescott, WI 54021 (715)262-4005

We have performed revaluation assessments in all of the above communities in the past several years Except for the Town of Clifton. We performed 3 full revaluations for the year 2014 those include Village of Almena, Town of Prairie Farm and Town of Turtle Lake, Barron County. We are currently performing full revaluations for Town of Bear Lake, Barron County 2015, and Town of Sand Creek, Dunn Co 2015.

We also performed a maintenance assessment for the City of Rice Lake, Barron County in 2013.

Please feel free to contact any of the above municipalities.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Deetz & Associates, Inc. 26130 W. Mondovi Street P.O. Box 97 Eleva, WI 54718	<b>CONTACT NAME:</b> Deetz, Glenn <b>PHONE (A/C, No, Ext):</b> 715-287-4296 <b>E-MAIL ADDRESS:</b> lewisharrison@deetzinsurance.com	<b>FAX (A/C, No):</b> 715-287-4298
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Jack Owen & Kelly Owen DBA Owen Assessing, LLC E3571 810th Ave. Menomonie, WI 54751	<b>INSURER A:</b> Grinnell Mutual	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			5000009895	01/12/2015	01/12/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PRODUCTS - COM/POP AGG	\$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

City of New Richmond  
156 E First Street  
New Richmond, WI 54017

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Lewis Harrison*

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## Tanya Reigel

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**From:** Shari Rosenow [cityclerk@glenwoodcitywi.com]  
**Sent:** Wednesday, October 7, 2015 3:36 PM  
**To:** Tanya Reigel  
**Subject:** RE: Owen Assessing

My experience with Kelly and Jack Owen has been positive. Typically, I work more with Kelly than Jack but both are pleasant and easy to reach. Kelly is prompt about getting back to me with questions and is helpful in explaining things to residents when they have questions. I don't ever hesitate to give my residents their phone number or tell them to reach out them. In my time at the City, we've been fortunate to not have had a lot of objections filed for Board of Review, so my experience with them in that area is limited. However, perhaps that can mean that Kelly and Jack have handled most questions from residents prior to getting to the point of filing an objection.

Good luck in your search.

Shari

Sharon L Rosenow  
Clerk-Treasurer  
City of Glenwood City  
PO Box 368  
Glenwood City WI 54013  
715-265-4227  
715-265-7307 - fax  
Population 1242

---

## Tanya Reigel

**From:** Kathy Morse [kmorse@ricelakegov.org]  
**Sent:** Thursday, October 8, 2015 10:01 AM  
**To:** Tanya Reigel  
**Subject:** Re: Owen Assessing

Owens Assessing personnel worked well with City staff and were attentive to the City's needs and contract terms. They filed reports timely and there were no complaints from the public regarding their services.

Kathleen (Kathy) V. Morse, MMC/CMTW/WCPC - City Clerk-Treasurer  
30 East Eau Claire Street, Rice Lake, WI 54868 - Barron County  
P: 715.234.7089 - F: 715.234.6829 - C: 715.790.1728  
email: [kmorse@ricelakegov.org](mailto:kmorse@ricelakegov.org) - website: [www.ci.rice-lake.wi.us](http://www.ci.rice-lake.wi.us)  
2015 population (State est): 8,495 - 2010 population (US Census): 8,438

Confidentiality Notice: This electronic transmission, including any files attached thereto, may contain confidential information that is legally privileged, confidential, and exempt from disclosure. The information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient or any employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any disclosure, dissemination, copying, distribution, or the taking of any action in reliance on the contents of this confidential information is strictly prohibited. If you have received this communication in error, please destroy it and immediately notify me at [kmorse@ricelakegov.org](mailto:kmorse@ricelakegov.org) or 715.234.7089. Thank you.

September 26, 2015

Ms. Tanya Reigel, City Clerk  
City of New Richmond  
156 East First Street  
New Richmond WI 54017

RE: Assessment Services

Thank you for the opportunity to submit our proposal for the assessment services contract for the City of New Richmond.

Our organization consists of three well qualified, professional assessors that are fully insured and certified by the State of Wisconsin. With three full-time assessors, our firm offers the benefit of built in succession planning. In the event that one of us would become unable to work, our system would enable one of the other assessors to step in and finish the assessment process without any delay. We currently perform assessment maintenance and revaluation services for the Town of Somerset, the Village of Baldwin, the Town of Warren, and the Town Saint Joseph in Saint Croix County. We have also included a list of references from those assessment districts. Please call our references and ask them about our services.

We take a lot of pride in our ability to provide a high level of service to the municipalities that hire us. We are available evenings and weekends and return phone calls and other correspondence in a prompt and courteous manner.

We are fully automated assessment firm. All parcel entries will be made and stored electronically in compliance with the new WI DOR requirements utilizing Market Drive assessment software.

Our services are all inclusive and based on normal assessment duties according to Chapter 70 of the Wisconsin State Statutes. The assessments will be done professionally, timely, and fair. Please see the enclosed contract proposal for details. Our bid price is for annual maintenance assessment and is all inclusive.

We would appreciate the opportunity to speak to you further about our proposed services. We would be glad to answer all specific questions regarding the assessment process at an interview appointment. We appreciate your consideration and look forward to hearing from you.

Sincerely,



Barrett Brenner  
Chimney Rock Appraisal  
348 Mirror Lake Drive  
Mondovi, WI 54755  
715-926-3199

**AGREEMENT**

This agreement is by and between the City of New Richmond located in Saint Croix County in the State of Wisconsin; and Chimney Rock Appraisal located at 348 Mirror Lake Drive, Mondovi, Wisconsin.

The services to be performed under this agreement are:

1. The 2016, 2017, and 2018 annual assessments of all real and personal property in accordance with Chapter 70 of the Wisconsin Statutes.
  
2. Procedures to be used to conduct the 2016, 2017, and 2018 assessments shall consist of sales and permit analysis, valuation of all real and personal properties, preparation of changes for assessment rolls and change notices, mailing of change notices, attendance at Open Book and Board of Review proceedings, and the preparation and submission of all assessment reports. These duties are further detailed on the attached sheet titled Specifications. This does not include any attorney fees relating to the assessment of property and appeals. All legal costs will be paid by the City of New Richmond.

The fee for providing these services and the payment schedules are shown on the attached sheet.

Annual Assessment Maintenance                      \$        25,200

City of New Richmond, Saint Croix County

By: \_\_\_\_\_

Mayor

Date

By: \_\_\_\_\_

City Clerk

Date

Chimney Rock Appraisal

By: \_\_\_\_\_

Barrett Brenner

Date

## Payment Schedule

Assessment Year	Installment Due Date	Amount
2016	January 31, 2016	\$ 8,400
	May 31, 2016	\$ 8,400
	September 30, 2016	\$ 8,400
	Total	<u>\$ 25,200</u>
2017	January 31, 2017	\$ 8,400
	May 31, 2017	\$ 8,400
	September 30, 2017	\$ 8,400
	Total	<u>\$ 25,200</u>
2018	January 31, 2018	\$ 8,400
	May 31, 2018	\$ 8,400
	September 30, 2018	\$ 8,400
	Total	<u>\$ 25,200</u>
Total 3 Year Contract Price		\$ 75,600

## Specifications

1. All entries will be stored electronically and be compliant with the WI DOR electronic reporting requirements.
2. All residential and commercial improvements will have a current photograph of the front and back of the building along with photographs of all major outbuildings.
3. All houses will have a sketch and all improved sites will have a site layout of all outbuildings.
4. A sales file will be set up and maintained for the applicable sales in the municipality.
5. All correspondence shall be answered within a timely manner concerning the assessed values and related inquiries that the appraiser of the municipality shall receive while under contract.
6. All required assessment reports will be filed with the Department of Revenue.
7. All new construction, improvements being remodeled, partially completed improvements, all properties in which buildings have been destroyed or moved, and all properties which the original parcel has been split into two or more parcels will be assessed.
8. Self-reporting Personal Property Forms will be sent out to all personal property accounts in the Municipality and all returns will be analyzed. Doornage Assessments will be made on any personal property account that has not returned a Statement of Personal Property.
9. Change of value notices will be sent to real property owners in which a change in assessment has been made.
10. The assessor will schedule and attend the needed hours of Open Book.
11. The assessor will attend all meetings of the Board Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values. Board of Review will be scheduled within 30 days following the first Monday in May during the annual maintenance years.
12. In the event of appeal to the Department of Revenue or to the courts, it is agreed that the assessor will be available to furnish testimony in defense of the assessed values at no additional cost.
13. Our price is all inclusive. The municipality will not be charged for any additional expenses such as mileage, postage, or software fees.
14. A \$1,000,000 liability insurance policy is maintained on each assessor.

## *CHIMNEY ROCK APPRAISAL*

- Full Time Property Appraisers and Assessors
- Been in the Appraisal Business Since 1998
- Construction and Financial Backgrounds

### Personnel

Mark Garlick

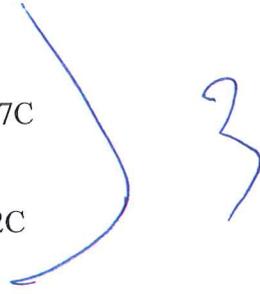
Licensed Appraiser # 1403-004  
Certified Assessor 1 # JQG721617C  
715-287-3376

Jerry Kins

Certified Assessor 1 #JQL745292C  
715-713-0081

Barrett Brenner

Certified Assessor 2 #JQH926865D  
715-926-3199

A handwritten blue bracket on the right side of the personnel list, spanning from the level of Mark Garlick down to Barrett Brenner. To the right of the bracket is a handwritten blue number '3'.

### References

Jeri Koester  
Town of Somerset  
715-247-3470

Tracy Carlson  
Village of Baldwin  
715-684-3426

Diena Shirmer  
Town of Warren  
715-749-9013

Nicole Stewart  
Town of Saint Joseph  
715-549-6235

## Tanya Reigel

---

**From:** Town of Somerset [townsom@somtel.net]  
**Sent:** Thursday, October 8, 2015 12:57 PM  
**To:** Tanya Reigel  
**Subject:** RE: Chimney Rock Appraisal

Tanya:

It is my pleasure to write this recommendation for Chimney Rock Appraisal as it has been a very positive experience working with them. In fact, the Town Board of Somerset just renewed their assessing contract at our board meeting last night.

We have contracted with them for our assessing services since September 2008 and they have been reliable, intelligent and just plain excellent. I cannot say enough good things about the company. In 2008, we were in a precarious situation and for reasons I won't get into, we needed an assessing firm urgently. Chimney Rock was recommended to me by another assessor who I had called to see if he was interested in our Town's assessing needs. I made a cold call and spoke with Barrett Brenner who arranged to have Jerry Kins, Mark Garlick and himself meet with the Town Board. After that meeting, the Town hired Chimney Rock with Barrett Brenner as our primary contact, however, all three have the capability of working as a team to meet deadlines and serve our needs, such as in a revaluation year. Chimney Rock staff are efficient, courteous, have electronic files, a website where residents can search their values by parcel number or address – which I have linked on our Town's website. Check it out at [www.townofsomersetwi.com](http://www.townofsomersetwi.com). Scroll down to Tax Information and then over to Assessor. Whenever I email or call Barrett Brenner (our primary contact) he is extremely prompt, polite and thorough. He returns calls and emails to residents usually within the same day. I have his cell number to contact him when he is in the field. I can attest to his strong work ethic and character. He is easy to talk to and is approachable to our residents. Actually, he does such a good job that it makes the Town Board and my job easier because no mistakes are made and the values are fair and equitable comparables so we have no objectors at Board of Review. The Town has received many positive comments from residents regarding Chimney Rock Appraisal. When we have Open Book, we have three assessors here w/laptops that are able to serve our resident's questions. Having the three of them here, cuts down on the wait time to speak with an assessor. I feel they work well as a team and it is nice to know that if one of them became incapacitated for any reason, there are others in the company who can step in and fulfill the contract and work.

I would highly recommend them for your assessing needs. If you have any further questions, please feel free to email me.

Jeri Koester  
Town of Somerset  
Clerk/Treasurer  
715-247-3470

---

**From:** Tanya Reigel [mailto:treigel@newrichmondwi.gov]  
**Sent:** Thursday, October 08, 2015 11:55 AM  
**To:** Somerset Township; St. Joseph Township; Town of Warren - Deina  
**Subject:** Chimney Rock Appraisal

## Tanya Reigel

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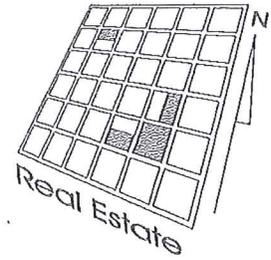
**From:** Town of Warren [townofwarrenwi@msn.com]  
**Sent:** Friday, October 9, 2015 10:55 AM  
**To:** Tanya Reigel  
**Subject:** RE: Chimney Rock Appraisal

I'm out of the office, but am happy to tell you about our experience. Their team answers resident calls on the same day. The board of review session complaints dropped significantly and my board is very happy with the service they provide. The phone calls from residents complaining about the assessor were almost weekly, now I think I had one last year. Anyway, Jerry Kins handled the situation, and her, professionally and with respect. Good luck!

Sent from Samsung Mobile

# Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



September 30, 2015

Ms. Tanya Reigel  
Clerk  
City of New Richmond  
156 East First Street  
New Richmond, WI 54017

Dear Ms. Reigel:

I am pleased to provide the City of New Richmond with a proposal for assessment services with our firm. I would like to take this opportunity to share with you some background about Associated Appraisal Consultants, Inc.

Associated Appraisal Consultants, Inc. has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through annual maintenance and revaluation programs. We currently serve many municipalities with a diverse variety of property types, ranging from the mansions of Lake Geneva to the unique properties of Wisconsin Dells as well as Lake Superior communities and everything in between.

Unparalleled service is our strength. While our assessors are in the field, our administrative staff is in the office, Monday through Friday, to assist our clients, property owners, and businesses. We provide a toll-free phone number and every caller receives personalized, immediate service, not a voice mailbox or a recorded message. In these times of increasingly automated communication technology, we pride ourselves on offering immediate, friendly, personal contact for anyone calling our office. We also offer email access as a way to service those who cannot call during normal business hours.

We provide an optional service to our clients to have their municipal assessment records posted on our website. The website offers easy-to-use search criteria and shows land and improvement data, including digital photos of all properties within the municipality. Please visit our website at [www.apraz.com](http://www.apraz.com) and click on "Property Search".

Our image also sets us apart from other assessment firms. When fieldwork begins, your residents can readily identify the Associated Appraisal Consultants team by our fleet of red trucks clearly displaying our company name and logo. In addition, field appraisers wear company clothing and carry photo ID tags and letters of introduction. We understand that residents can be reluctant to let anyone photograph their property, much less perform an interior inspection. Therefore, before even beginning our fieldwork, we inform property owners of who we are, why we are there, and what we'll be doing. By doing so, we help to educate the public and alleviate anxiety.

Associated Appraisal Consultants, Inc. uses cutting-edge computer aided appraisal software to create modern computerized assessment records. Our records include digital photographs, computerized sketches of buildings, a map indicating location of property, sales data, permitting information and all owner correspondence. We are a fully computerized and networked organization.

This is our business. We are proud of the reputation we have in the industry, from both our clients and state equalization officials. We put our best foot forward with every opportunity.

Please consider working with us. We welcome with great enthusiasm the prospect of working for you!

Respectfully,



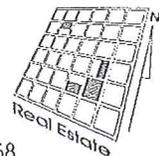
Mark Brown  
President

MB/mh

***Associated Appraisal Consultants, Inc.***

Appleton ■ Hurley ■ Lake Geneva

1314 W. College Ave. ■ P.O. Box 2111 ■ Appleton, WI 54912-2111 ■ (920) 749-1995 ■ FAX: (920) 731-4158



**AGREEMENT FOR  
MAINTENANCE  
ASSESSMENT SERVICES**

Prepared for the  
**CITY OF NEW RICHMOND**  
St. Croix County

By

**Associated Appraisal Consultants, Inc.**

**1314 W. College Avenue**

**P.O. Box 2111, Appleton, WI 54912-2111**

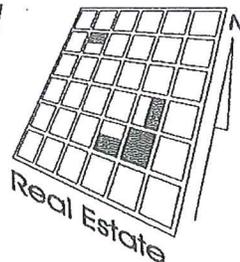
**Phone (800) 721-4157**

**Fax (920) 731-4158**

**[www.apraz.com](http://www.apraz.com)**

***Associated Appraisal  
Consultants, Inc.***

Appleton ■ Hurley ■ Lake Geneva



Lake Geneva Office  
Walworth County  
P.O. Box 1114  
Lake Geneva, WI 53147-1114

Ironwood, Michigan Office  
N10257 Lake Road  
Ironwood, MI 49938

Hurley Office  
Iron County  
P.O. Box 342  
Hurley, WI 54534-0342

## AGREEMENT FOR ANNUAL FULL-VALUE ASSESSMENT SERVICES

This Agreement is by and between the **City of New Richmond, St. Croix County, State of Wisconsin**, a municipal corporation (hereafter "Municipality") and **ASSOCIATED APPRAISAL CONSULTANTS, INC.**, with its principal office at 1314 W. College Avenue, Appleton, WI 54914 (hereafter "Assessor") as follows:

**I. SCOPE OF SERVICES.** All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this agreement.

**A. COMPLIANCE.** Assessor shall keep the City of New Richmond's assessments in compliance with the Wisconsin Department of Revenue for the duration of this contract. The level of assessment shall annually be kept within 10% of the cities full equalized value.

**B. INSPECTIONS.** The Assessor's annual inspection cycle shall include all of the following:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over a period of years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure a fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

**C. PARCEL IDENTIFICATION.** The legal description, drawing and measurements of each land parcel and improvements shall be contained in the existing property record cards. Drawings shall be made for all new records. In the event of a discrepancy existing, the Assessor shall investigate and correct the record.

**D. PREPARATION OF RECORD CARDS.** Appropriate record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records either on computer readable format compatible with the Municipality's computer system if a computer valuation program is used, or a hardcopy if a manual system is used, and update the records within fourteen (14) days of final adjournment of the Board

of Review. The records shall be updated prior to the open book and again to reflect any changes made at the Board of Review.

**E. APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

- 1) **Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including a picture book of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
- 2) **Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual*. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.
- 3) **Income Approach.** Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

**F. OPEN BOOK CONFERENCE.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment rolls, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall send notice to each property owner of any change in assessment. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

**G. COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and

the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue including: Municipal Assessment Report (MAR), the Tax Incremental District Assessment Report (TAR), The Annual Assessment Report (AAR) and the Exempt Computer Report (ECR). Assessor shall follow the Uniform Standards of Professional Appraisal Practice (USPAP) as required by the Wisconsin Property Assessment Manual; postage is at the Assessor's expense.

**H. BOARD OF REVIEW ATTENDANCE.** The Assessor or his/her authorized representative shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. All Board of Review appeals must be made in a formal manner, which complies with the State Statutes governing the assessment process. This includes filing with the Clerk, prior to the Board of Review, a properly completed objection form.

**I. PERSONAL PROPERTY ASSESSMENTS.** The Assessor shall prepare and distribute annual personal property statements to all businesses; postage is at the Assessor's expense. By May 1st each year the Assessor will review statements and follow up with un-filed or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

**J. PUBLIC REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the law, including sec. 70.35(3), regarding the personal property return; sec. 70.47(7)(af), regarding income and expense information provided to the assessor and board of review; and sec. 77.265, the real estate transfer return.

**K. AVAILABILITY.** The Assessor shall maintain a local or toll free telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays. Internet communication is available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four working days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor.

**L. MUNICIPAL RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the municipality at no cost.

## **II. GENERAL REQUIREMENTS**

**A. OATH OF OFFICE.** As the Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of city assessor as per Wisconsin Statutes 70.05 (1) for the duration of this contract and shall perform all statutory duties appertaining to such office. As such the Municipality shall hold harmless the Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to

claims made under Statutes 74.35, 74.37 and circuit court claims, unless otherwise specified in this agreement.

**B. QUALIFICATIONS AND CONDUCT OF PERSONNEL.** The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards and a general letter of introduction/identification on Municipal letterhead.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality.

**C. ASSESSOR PROVIDED INSURANCE AND INDEMNITY.** The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 200,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit \$ 1,000,000

- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.

- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor and the Assessor shall indemnify and hold harmless the Municipality against all claims, actions, proceedings, damages, and liabilities, including reasonable attorneys fees, arising from or connected with the Assessor's activities in connection with the services provided to the Municipality, including but not limited to, any acts or omissions of the Assessor, the Assessor's employees, agents, representatives, and any other person doing business with Assessor. This paragraph is not to be in conflict with Sec. 893.89(4), Wis. Stats.

C. **OWNERSHIP OF RECORD.** All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property record cards, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data, (e) if the municipality requires a conversion of the electronic assessment records to a neutral file format, such as a text file format or a tab delimited format, the municipality agrees to pay the actual cost of such conversion.

### III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the 2016, 2017, and 2018 assessment years. The assessor shall have completed all work under this agreement on or before the second Monday of May or 30 days thereafter, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records.

C. **AUTOMATIC RENEWAL.** This Agreement will automatically renew for successive annual assessment years unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

### IV. COMPENSATION

- A. The Municipality shall pay the Assessor **Thirty-One Thousand (\$31,000.00) for 2016, Thirty-One Thousand, Five Hundred Dollars (\$31,500.00) for 2017, and Thirty-Two Thousand Dollars (\$32,000.00) for 2018** assessment years for maintenance assessment services.
- B. The compensation due the Assessor shall be paid in installments throughout the 2016, 2017, and 2018 assessment years.

- C. The Municipality will not be billed for additional expenses such as postage, mileage, or supplies.
- D. The Municipality shall be billed Ten Dollars (\$10.00) for each personal property and mobile home account and Two Dollars (\$2.00) for each campground site and building on leased land.
- E. **Optional Website Posting:** The Municipality shall have the option to post their assessment data on our website for an additional cost of a penny and a half per parcel per month ( $\$.015 * 3745 = \$56.18$ ) payable to a third party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel.  
 \*\*\* Please initial yes or no to post data to the website. \*\*\*  
 Yes \_\_\_\_\_ No \_\_\_\_\_

V. SIGNATURES



\_\_\_\_\_  
 Mark Brown  
 President  
 Associated Appraisal Consultants, Inc.

9/30/2015

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signature  
 City of New Richmond, St. Croix County

\_\_\_\_\_  
 Date



September 22, 2015

Tanya Reigel  
City of New Richmond, Clerk  
156 E. First St.  
New Richmond, WI 54017

City Council,

We at **Grota Appraisals** would appreciate your considering us for your assessment services.

We are certain that we can perform at a high level to meet or exceed your expectations for your proposed assessment work. Our quoted costs for performing these services are more than competitive with others performing similar services.

We have enclosed a complete proposal for annual assessment services providing an uninterrupted transition between your present Assessor.

**Grota Appraisals** is technology savvy and regularly uses *Market Drive PC*, assessment software, to develop uniform and equitable assessments. The City incurs no additional fees or expenses to use or maintain this software, but yet the City will derive all the benefits this program provides.

Additionally, **Grota Appraisals** will make available a Viewer Version of the *Market Drive PC* assessment software for use by City staff. Assessment Technologies, our sister company, which developed *Market Drive PC* software will display the City's assessment information on our *AssessorData.Org* website, at no charge to the City. This website provides assessment information, such as, tax key #s, legal descriptions, basic property descriptions, last building permit date, last sale date, and the land, improvement and total assessed values, all at no charge to the user.

**Grota Appraisals** is fully staffed and equipped to start the City of New Richmond's assessment administration functions immediately.

Should any questions arise regarding this proposal, please call.

Sincerely,

Michael L. Grota  
Grota Appraisals

## City of New Richmond Proposal 2016

### Legal Business Name

**Grota Appraisals, LLC**  
N88 W16573 Main St.  
Menomonee Falls, WI 53051

### Lead Professionals

**Michael L. Grota** - Direct responsibility for the completion of duties in a timely manner.

**James Toth** - Lead Appraiser in charge of day-to-day operations of your account.

**Les Ahrens** - Special Projects Manager/Property Revaluation Specialist.

### Appraiser Experience

**Michael L. Grota** - Owner, Manager, Grota Appraisals, LLC - Major responsibilities are contract bidding and maintenance, new technologies, training and education, problem solving and quality control - A second generation Assessor, Mike has followed his father's career path.

**James Toth** - Market Drive Expert, Special Projects, with responsibility for several Towns and Villages

**Les Ahrens** - Special Projects Manager - oversight of several revaluations and other special projects, responsibility for several Towns and Villages - Les recently celebrated his 14<sup>th</sup> anniversary with Grota Appraisals - Les holds a two-year degree in appraisal from the Waukesha County Technical College.

## Overview

**Grota Appraisals is the best choice for the following reasons:**

1. Grota Appraisals has the greatest knowledge of the City of New Richmond, St. Croix County. Jim Toth has in the past worked for many of the surrounding communities.
2. Grota Appraisals is staffed with talented and driven assessment professionals trained to perform the many necessary tasks required in this difficult business.
3. Grota Appraisals has a great reputation as evidenced by its list of 64 communities containing a total inventory of approximately 145,000 real estate parcels.
4. Grota Appraisals has the greatest knowledge of the use of technology in assessment practices in the State of Wisconsin. In 1996, Grota Appraisals with our sister company, Assessment Technologies of WI, created *Market Drive PC*, currently the most advanced and widely used Computer Assisted Mass Appraisal (CAMA) system in Wisconsin.
5. Grota Appraisals is a pioneer in CAMA development and its use, and we are the most knowledgeable user of *Market Drive PC* and can translate that knowledge to perform the requirements as directed by the Town.
6. Grota Appraisal's client list speaks for itself, with over 38 years of continued service, performing multiple revaluations throughout the State of Wisconsin.
7. Grota Appraisals recommends to its communities that they consider a Revaluation Options & Schedule to maintain compliance with Wisconsin's State Statutes 70.05, which governs the required assessment levels for all communities. However, ultimately it is the community, not Grota Appraisals, which decides how and when to complete a revaluation.
8. Grota Appraisals is competitively priced, but our exemplary performance sets us apart. Some appraisal firms may charge less, but if the required results of fair and equitable assessments, delivered timely and presented to the taxpayers and municipal representatives professionally are not achieved; this could be a costly error. In a service profession, you do get what you pay for.
9. At Grota Appraisals,

*"We know The Course Your Community Needs To Take"*

## Short List of References

### Communities Grota Appraisals currently provides annual assessment services:

- Town of Merton** - , Town Clerk – 262-966-2651  
PO Box 128, North Lake, WI 53064
- Town of Ixonia** - Donna Hann, Town Clerk – 920-261-1588  
W1195 Mareta Ave. Ixonia, WI 53036
- Town of Oconomowoc** - Lori Opitz, Town Clerk - 920-474-4449  
W359 N6812 Brown St. Oconomowoc, WI 53066
- Town of Hartford** - Marvin Justman, Town Clerk - 262-673-7214  
3360 Cty. Hwy. K Hartford, WI 53027
- Town of West Bend** - Rebecca Schuster, Town Clerk - 262-338-3417  
6355 County Road Z West Bend, WI 53095

### Communities Grota Appraisals has recently provided revaluation services:

- Village of Kewaskum** - Stephanie Justmann, Village Clerk - 262-626-8484  
204 First St. Kewaskum, WI 53040
- Village of Jackson** - John Walther, Village Admin- 262-677-9001  
PO Box 147 Jackson, WI 53037
- Town of Polk** - Marlyss Thiel, Town Clerk – 262-677-2123  
3680 Hwy. 60 Slinger, WI 53086
- Town of Jackson** - Julia Oliver, Town Clerk - 262-677-4048  
3146 Division Rd. Jackson, WI 53037
- Village of Elkhart Lake** - Jessica Reilly, Village Clerk – 920-876-2122  
PO Box 143 Elkhart Lake, WI 53020
- City of Fond du Lac** - Hal Wortman, Dir. Of Administration- 920-322-3450  
160 S. Macy St. Fond du Lac, WI 54936

Grota Appraisals has long operated on the premise that revaluation work is necessary to maintain quality property attributes by which to base uniform, equitable assessments relative to the current market. We try to implement a plan that maximizes cost versus benefit performing revaluation work at the optimum time.

When such a plan is accomplished, the annual assessment process goes smoothly with little reaction and outcry from taxpayers. Public relations and knowledgeable staff are key components to completing successful revaluation projects.

## Expertise, Experience Leading to Probable Success

Grota Appraisals is a full service municipal valuation solution company with over 38 years of experience providing a wide variety of services to many nearby municipalities.

With a talented appraisal staff and meticulous support staff we are able to offer full time service at a part time price. We have sufficient staffing and the best available technology to help provide detailed and accurate estimates of value in a professional manner.

A partnership between Grota Appraisals and Assessment Technologies was formed to create assessment software designed to address the specific statutory requirements for Wisconsin and further, to provide a platform for using the "best practices" as outlined in the Wisconsin Property Assessment Manual. While, Market Drive PC is far and away the most widely used Computer Assisted Mass Appraisal (CAMA) software in the state of Wisconsin, the staff at Grota Appraisals has the most extensive knowledge of the software's full capabilities.

Grota Appraisals has staff that is very familiar with the City of New Richmond, Jim Toth has worked in and in the city and for neighboring communities.

The City of new Richmond fits well into our service system, both in geographical location and in community size. With Jim Toth working on the staff of Grota Appraisals, we can now offer a limited number of communities in the area an opportunity to partner with our experienced team. The City of New Richmond and Grota Appraisals can benefit from the natural economies of scale and synergies developed.

Meeting statutory dates is important in our business as our valuations affect other departments and other taxing jurisdictions. With Board of Review finalizing assessments on a yearly basis, it is important to conclude this meeting well in time for both the equalization and budget process to proceed in a timely fashion with firm or finalized valuations. The first meeting of the Board of Review will be held no later than the end of June each year of this contract. The only reason for an extension of these dates would be by the request of the Town or in the year of revaluation.

The **Open Book** phase of the assessment cycle will be held for a long enough period to offer property owners ample opportunity to review, compare and discuss the reported assessments for their properties.

## Services Above and Beyond the Call of Duty

### Town of Kewaskum

Grota Appraisals assured the Town of Kewaskum they would meet statutory compliance under Wisconsin State Statutes 70.05(5)(d), (f) and (g).

After going more than 7 years without a full revaluation, the Town's assessment ratio declined to 75% in 2000, which is significantly below the states mandate of 10% +/- of full market value. To meet statutory compliance under Wisconsin State Statutes 70.05, the Town commissioned a full revaluation of all properties for 2001. Additionally, the Town scheduled the Board of Review to be held in May, which is comparatively early in the assessment calendar year considering that the community was not in compliance and had not performed a revaluation in seven years. However, in spite of the challenges, Grota Appraisals successfully completed the revaluation timely and the assessment ratio was adjusted from its low of 75% in 2000 to 101% at the close of the Board of Review in May of 2001.

Unfortunately, in August of 2001, a full three months after the close of the Town's Board of Review, the State's Bureau of Property Tax reported their equalized values for the Town, which included a 45% increase in the commercial class. It should be noted that the Town of Kewaskum has only seven (7) properties classified as commercial.

Because of the State Bureau's reported assessment ratio for these 7 properties, the Town of Kewaskum would have been again listed as being out of compliance under s. 70.05(5)(d) and (f) for the commercial class for 2001. Given that as of 2000, the Town had been out of compliance since 1996, the Town would be candidate for a State supervised full revaluation. The State's decision to report the commercial class as non-compliant would result in the entire community being reported as non-compliant and therefore subject to a supervised full revaluation.

In spite of concerted efforts, the Town was unable to persuade the State to reconsider their position on the reported assessment ratios for the seven commercial properties.

Since non-compliance in 2001 would require the Town to fall under order of the State for a supervised full revaluation, Grota Appraisals, at no additional charge, performed a market update for the Town in 2002 for all properties to be at 100% of market value.

### Town of Saukville

In early July 2012 the Town Chairperson Barb Jobs called to ask if we were interested in working with the Town, before saying yes I needed to check background and 70.05 compliance. To my dismay I found they would not be in compliance for 2012, their 7<sup>th</sup> year of non-compliance.

Grota Appraisals did accept the challenge, we helped to re-open the 2012 assessment roll and fast tracked a market update revaluation to gain compliance.

With open book just completed and less than 30 property owners appearing the Town will have gained compliance in very short order with reasonable values for all properties while providing good public relations. The Chairperson and Treasurer both attended open book and were pleasantly surprised at the level of preparation and positive interaction their constituents received.

## Services Provided to All Client Communities

Grota Appraisals prides itself on our service of addressing taxpayer questions and concerns, completely, timely and professionally. Revaluations always bring increased contact and communication between the Assessors and property owners. For each client community, Grota Appraisals, assigns a staff Appraiser as a lead contact, with support provided by other staff appraisers as needed. Additionally, if our first level support cannot solve an issue or answer a question, Grota Appraisals' senior management is readily available to municipal officials and the taxpaying public. Should no one be immediately available, it is a policy of Grota Appraisals to return phone calls by the following business day.

- Grota Appraisals is the only large contract assessment firm that provides the taxpayers year-round access for review of their current assessment. Taxpayers are provided with assessment **Request for Review** forms, for the purpose of addressing any outstanding concerns or questions regarding an assessed value, or any policies or procedures regarding the assessment process.
- Grota Appraisals, through the technologies built into *Market Drive PC*, is able to upload detailed property information of all properties within a community to our *AssessorData.Org* website (see attachment with screen views of website). This information is available **at no charge** to the general public through Grota Appraisals' website. Additionally, for those communities that have municipal websites where they would like to also display this detailed property information, Grota Appraisals will assist in the development of the computer programming needed to accomplish that task.
- Grota Appraisals, along with her sister company Assessment Technologies, has on numerous occasions provided municipal, county and state officials with technological advice and services, and professional insight on economic development issues, land use polices and other special projects.
- Grota Appraisals provides a monthly report listing the most recently recorded sales to the municipal Clerks of our client communities. This additional service is provided **at no additional charge** to the communities. These sales reports have proven to be a value-added service to the municipal staff, active real estate professionals and the general taxpaying public.
- Grota Appraisals' staff makes regular visits to the municipal offices of our client communities. During these visits, our staff will address issues and questions from the municipal staff and the taxpaying public. Additionally, our staff will pickup and/or deliver any documents, including building permits, construction plans, and any municipal policies and procedures that would impact the assessment practice.
- Grota Appraisals has a long and successful history of doing whatever it takes to assure that our clients have fair and equitable assessments for all property.
- *We Know the Course Your Community Needs To Take*

## Strategy for keeping the Town in 70.05 compliance

Grota Appraisals as part of its annual maintenance fee performs;

- onsite inspections of recently sold properties to insure the detailed property information kept for individual properties is accurate and correct
- detailed sales analysis of all Town sales, we supplement by also considering nearby sales in the neighboring communities
- adjust assessed values as necessary to maintain uniform and equitable assessments for all properties

Should the assessment ratio fall below the standards as indicated in WIS STAT 70.05, or recent sales indicate that from an equity standpoint that a revaluation be performed, Grota Appraisals would communicate with the Town the reasons a revaluation is needed.

Grota Appraisals could implement 100% valuation to maintain assessed values at or near 100% of equalized value as determined by the Wisconsin Department of Revenue. A few of our clients have implemented this strategy with success, however the cost of providing this service is higher than a conventional annual maintenance contract. Although technology has aided in the analysis and calculation of values, nothing can replace an individual review of the new valuation by an experienced appraiser.

Some of the additional functions performed are;

- More detailed sales analysis
- Re-configure the mass appraisal valuation model based on the detailed sale analysis
- Individual review of all properties to assure the new assessed value is correct
- Mailing of assessment notices
- Longer open book and significantly more taxpayer contact throughout the process

It could be determined by the Town Board that it would not wait so long between revaluations due to the large percent increase which can be dramatic and may change the tax burden for some properties.

The Wisconsin Property Assessment Manual has significant requirements that an Assessor must meet, these requirements are not optional and do require knowledge of the community, experience with all property types all taking a significant amount of time and effort.

## Grota Appraisals' Mission Statement

It is Grota Appraisals' goal to be the industry leader of Wisconsin Assessors by providing the most comprehensive assessment service. This includes accurate data collection and listing of real estate and personal property, being experts with *Market Drive PC* assessment software that we helped to develop and know better than anyone else.

We will give superb customer service and follow through by keeping in contact with our municipalities and answering taxpayer questions promptly and courteously. We will always follow the "best" practices as prescribed by the Wisconsin Property Assessment Manual because this is the only way that equitable and uniform assessments can be determined.

It is also Grota Appraisals' philosophy to retain employees on a long-term basis and develop each into an experienced, knowledgeable, well-rounded individual who will be able to answer questions or perform their functions for any community that we assess no matter how diverse. These qualities have helped us grow and prosper each year with a reputation that is second to none.

Grota Appraisals will not compromise its standards in order to compete. Our competition offers "bargain" priced assessment services that take liberties on the interpretation of "best" practices,

Grota Appraisals will **never** take shortcuts that will not provide for fair and equitable assessments such as hiring inexperienced or temporary field appraisers. Our municipalities deserve the most accurate data collection, fair and equitable assessments, friendly and knowledgeable customer service, and a local assessor who knows the communities attributes that make them unique.

**At Grota Appraisals "we know the course your community needs to take."**

As Owner and Manager of Grota Appraisals LLC since 1987, it is my objective to provide the highest quality services to clients (municipalities) and peers (assessment community).

### Career History

**Grota Appraisals, LLC:** ..... 1987 to Present

**Position:** ..... Owner

#### Responsibilities:

- Continued stability in providing assessment services to existing clients;
  - Currently providing Statutory assessment services directly to 56 municipalities;
- Provide assessment services to communities through competitive bidding;
- Recruitment, development, and oversight of staff and associates;
- Oversight of office management and budgets;
- Oversight of reporting to State Agencies;
  - Property assessment information/reports;
  - Business information;
- Implement best practices for assessment administration.

#### Accomplishments:

- Instrumental in over 105 municipal revaluations;
- Encourage best practices for assessors state wide through involvement in assessment organizations and direct contact;
- Provide professional support to local Assessors with less experience;
- Provided resources to develop state of the art CAMA software (Computer Assisted Mass Appraisal);
  - Detailed a plan to market the finished CAMA product: *Market Drive PC*;
  - Currently providing the CAMA software and support to about 70% of Wisconsin municipalities.

#### Narrative synopsis:

Grota Appraisals has grown in employment from 2 to 15 quality long-term appraisers and from 11 to over 56 annual assessment contracts. This growth has resulted from providing a high level of professional service.

Assessment Technologies is the technology arm of Grota Appraisals with the sole purpose to create the best assessment software available to all Wisconsin Assessors at a fair price. Many proprietary trade secrets are part of *Market Drive PC*, which gives Assessors at all levels an advantage once enjoyed by only large municipalities.

**Grota Appraisals** ..... 4/84 to 1/87

**Position:** ..... Appraiser

**Responsibilities:**

- Responsible for the listing and valuation of agricultural, residential, commercial properties for assessment purposes; listing and valuation of new construction; reviewing annual building permits; updating of plats; discovery and valuation of personal property accounts; completion of assessment rolls and final reports.
- Dissemination of property record information to Realtors, appraisers etc.
- Office management duties i.e.: accounting, organization of materials and routing of properties
- In charge of all "Open Book" sessions answering taxpayer questions

**Education**

Property Assessment: ..... Continuing Education  
 Property Assessment Administration: ..... Annual Assessor Schools since 1984

Waukesha County Technical College ..... Course taken towards obtaining Assessor Certification 1984

Milwaukee Area Technical College ..... Course taken towards obtaining Assessor Certification 1983

Germantown High School ..... Graduated in 1978

**Licensure**

Assessor II certification ..... WI63452CA (expires 2-28-2018)

**Affiliations**

- Wisconsin Association of Assessing Officers (WAAO)
  - Member WAAO Rural Concerns Committee
  - Member Ad Hoc Manufacturing Steering Committee
  - Member Ad Hoc Assessor Certification Committee

**Personal**

As a Father of three (3) children, Shayna, Michelle, & Nicholas, I coached and sponsored youth sports. Being an outdoor enthusiast, I enjoy all of Wisconsin's activities including hunting, fishing, and boating. I am also active in the Wisconsin Racquetball Association as treasurer and participant.

Objectives:

- To provide complete assessment services from start to finish for all classes of property;
- To provide uniform and equitable values for each property;
- To provide accurate assessment records accessible to both municipality and property owner;
- To provide prompt responses when contacted by municipality, property owner, government agencies;
- To provide information and reports to the Department of Revenue, County, or other agencies in a timely fashion;
- To defend all values and procedures to the municipality, property owner, courts, etc.

Professional Experience:

- ❖ Exposure and involvement in the property assessment since 1983;
- ❖ Certified Assessor since 1984,
  - Current level of certification: Assessor II (since 1989);
  - Assessor I (1985-1989);
  - Property Appraiser (1984).
- ❖ Head Assessor;
- ❖ Statutory Assessor;
- ❖ Employee of Assessment Firm;
  - Assessor responsible for signing the assessment roll and supervising staff;
  - Oversee data and assessment records for up to 36 municipalities annually;
  - Supervise staff and perform training;
- ❖ Prior to the adoption of the Market Drive CAMA program, develop software, utilize various methods/programs to record information about and value property;
- ❖ Banking: Loan Operations officer, Security Officer, Training Officer, Computer Operations Officer;
- ❖ Small business owner: computer development and sales, computer training;
- ❖ Assessment Responsibilities:
  - Discover, measure, and list property within all classes (i.e. agricultural, commercial, forest, residential, waste);
  - Analyze and make accurate determinations as to the taxability or exemption of property;
  - Defend valuation before property owners, boards, courts;
  - Accurately convey reports to local, county, and state government for the classification, valuation, and defense of the assessment;
  - Annual Open Book and Board of Review: Schedule, attend, and assist municipal officials;
  - Consult with other assessment professionals to provide information/resources to complete assignments, share data, share sales information;
- ❖ Affiliations:
  - IAAO: International Association of Assessing Officers;
  - WAAO: Wisconsin Association of Assessing Officers;
- ❖ Assessment Education and Professional Development:
  - Over 270 hours of continuing education since 1983 (as of 12-2014);
  - 31 Annual Assessor schools;

**Personal Statement:** I am the father of four children, three of which are veterans of the US Navy. I have performed progressively difficult assignments in the assessment field, which has afforded me many opportunities. I have worked in many areas of the State, on all types of property, on all major waterways of the state (Lake Michigan, Lake Superior, Saint Croix River, Mississippi River, Wisconsin and Tomahawk Rivers, Lake Winnebago, and too many small lakes to name each here.) I have addressed difficult taxation/exemption issues (e.g. Native American lands [1983] and Marshfield Clinic [1984]). I successfully defended against a \$70.75 appeal for municipal reassessment (5% of property owners signed a petition to force a revaluation which was defeated after a thorough review by DOR). I have worked toward the uniform and equitable assessment of property and vigorously advocate for transparency in the property assessment process.



CONTRACT FOR  
MAINTENANCE OF ASSESSMENT RECORDS  
AND MAINTENANCE OF USE VALUE

2016 - 2018

THIS AGREEMENT: by and between Grota Appraisals LLC, hereinafter called the "Assessor", and the City of New Richmond, St. Croix County, Wisconsin, hereinafter called the "City".

WITNESSETH: the Assessor and the City for the compensation stated herein, agree as follows:

ARTICLE I

SCOPE OF WORK: the Assessor, having familiarized himself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Annual Maintenance of Real and Personal Property Records in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, hereby agrees to perform everything required to be performed and to complete in a professional manner everything required to be completed to comply with State Statutes regarding the assessment of Real and Personal Property on behalf of the City and in accordance with the General Agreements as stated in Article III of this contract.

ARTICLE II

COMPENSATION: the City shall pay to the Assessor for the performance of the contract the following compensation of \$113,700 (One Hundred Thirteen Thousand Seven Hundred Dollars), such amount to be paid as follows:

\$37,900 Annually, invoiced quarterly

(Annual Assessors duties, Use Value, Swamp & Agricultural Forest)

### ARTICLE III

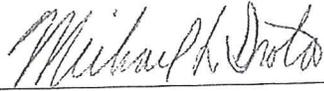
#### GENERAL AGREEMENTS:

- 1) The contract shall begin January 1, 2016 and end December 31, 2018.
- 2) All normal duties and functions of the Assessor as described and set forth in Volume I of the Wisconsin State Assessors Manual, including required meetings, will be performed in a timely manner, and in accordance with the Chapter 70 Laws of the State.
- 3) All services requested over and above the normal yearly assessment functions will be charged extra at a mutually agreed upon rate.
- 4) The Assessor will provide his own equipment, workspace, storage and security of records, while in his possession.
- 5) The Assessor will carry his own Liability and Records Insurance, to protect the City from suits for injury, lost or destroyed records.
- 6) The Assessor is to be considered an Independent Contractor hired to fill an Appointed Statutory Position, and is not subject to withholding tax, insurance programs or benefits.
- 7) Implement use value to assure fair and equal treatment of lands used for agricultural purposes regardless of parcel size.
- 8) This agreement can be terminated by the Town with 60 days written notice prior to the next assessment year in the event the Town should merge with another community causing a change in governmental status.

Additional improved parcels exceeding 35 (thirty five) per year of new home and/or new commercial construction shall be billed at \$65.00 per parcel. This fee would be billed after the completion of the Board of Review for each year of the contract.

SUBMITTED TO THE CITY OF NEW RICHMOND THIS 25<sup>TH</sup> DAY OF

SEPTEMBER, 2015



Michael L. Grota

ACCEPTANCE BY TOWN:

The above contract, terms and general agreements are hereby accepted, this

\_\_\_\_\_ day of \_\_\_\_\_, 2015

BY GOVERNING BODY OF THE CITY OF NEW RICHMOND

ATTEST:

Authorized Official Signatures and Titles:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

NOTARY OR  
CITY SEAL

My goal of sharing my wealth of experience with other Assessors shows through actions, creation of state of the art computer assisted mass appraisal software (CAMA), working with Wisconsin Association of Assessing Officers (WAAO) on several committees, helping municipalities and their local Assessors statewide institute best practices.

Articles published in past issues of the Wisconsin Towns Association monthly publication that were submitted by Michael L. Grota

### So You Need To Hire An Assessor

One of our committee members wrote the following guideline on the basic things to consider when hiring an assessor for the annual maintenance of assessment records.

1. **Choosing an individual vs. an assessment firm**

An individual can provide knowledgeable, detailed service, and handle all aspects of the assessment process alone. A firm can usually provide more experience, allow work to be completed during sickness or vacation, and are normally easier to reach during daytime hours.

2. **Years experience in the assessment field**

You should consider the following questions: How long has the individual or firm been in business, How many municipalities are currently under contract with them, has a community ever fired or let go this individual or firm.

3. **Quality of service to be provided**

Public relation skills, appearance, a plan for completing tasks within a reasonable timetable, can the individual or firm provide revaluation or other additional services, communication with the municipality to be proactive not reactive.

4. **Length of contract/terms**

Should a one, two, or three year contract be offered. Any additional fees to contract price. Longer term contracts make sense for consistency of work and budgetary reasons.

5. **Computer assisted or manual calculation**

Manual calculation can still be accomplished although assessment software systems are well worth their price. Long term computers will have to be part of the assessment process (sooner rather than later).

After analyzing your community's needs, interviews with several individuals or firms should be held. Reference checks are important to judge character and past performance to insure you hire a quality assessor. Don't take this process lightly as this decision has long lasting effects for your municipality. Price alone should not be the deciding factor, as quality work is well worth the extra fee.

One of our committee members wrote the following guideline on the basic things to consider when choosing what type of revaluation a municipality should use. Remember, if you plan to do a revaluation of property, it is not too soon to start planning for it one and one half to two years before you want the project completed.

### Revaluation Options

There are three types of revaluations that are viable options for community-wide assessments. These include a Full Revaluation, Walk Around Revaluation, and a Market Update. Each option has a cost vs. benefit and all three options should be used in an assessment cycle to insure uniform and equitable assessments as often as practical.

A **Full Revaluation** is done when present records are outdated or confidence of their accuracy is lost. If “starting over” is deemed the best options then the following are functions of a Full Revaluation:

- On-site inspection of both the interior and the exterior of all buildings
- Exterior measurements of all buildings
- New photograph taken of the primary structure
- Classify agricultural lands in line with use/capabilities
- Create a new Property Record Card with the updated information
- Use sales analysis to determine current property values
- Value all property
- Review all properties on an individual basis
- Mail property owners a New Assessment Letter and include a letter of explanation
- Hold “Open Book” meetings with taxpayers
- Attend the “Board of Review”

A **Walk Around Revaluation** is performed when there is not total confidence in information contained on the Property Record Card but any questions can be verified without an interior inspection. The following are functions of a Walk Around Revaluation:

- On-site inspection of only the exterior of all buildings
- Verify the measurements of all buildings
- Take a new photograph of the primary structure (if necessary)
- Classify agricultural lands in line with use/capabilities
- Reconcile the existing Property Record Card with any updated information
- Use sales analysis to determine current property values
- Value all property
- Review all properties on an individual basis
- Mail property owners a New Assessment Letter and include a letter of explanation
- Hold “Open Book” meetings with taxpayers
- Attend the “Board of Review”

A **Market Update Revaluation** is performed when there is confidence in the accuracy of the information in the Property Record Card and all that is needed is valuation updating. The following are functions of the Market Update Revaluation:

- Use the existing Property Record Card to value all property
- Use sales analysis to determine current property values
- Value all property
- Review all properties on an individual basis
- Mail property owners a New Assessment Letter and include a letter of explanation
- Hold "Open Book" meetings with taxpayers
- Attend the "Board of Review"

### **Choosing the Correct Revaluation Option**

Before a municipality chooses which type of Revaluation Option to use, they should ask themselves the following questions to determine which Revaluation Option would be best for their municipality:

1. How good is the quality and consistency of the information on the Property Record Cards?.
2. Is there a need for new pictures and accurate dimensions of buildings?
3. Is there a Building Permit System and how effective is it?
4. What would be the costs of each Revaluation Option? Compare the costs and benefits of each Option.
5. What is the perception of the taxpayers and their needs for equity and uniformity?

Please consider initiating a program for your municipality's valuation needs. The following is an example of a plan based on current market conditions (you may want to adjust the number of years between cycles according to your individual municipality):

- 1999 Full Revaluation
- 2002 Perform Market Update
- 2005 Perform Market Update
- 2008 Perform Walk Around Revaluation
- 2011 Perform Market Update
- 2014 Perform either another Market Update or start the whole process over by performing a Full Revaluation (confidence in the Property Record Card information will determine which approach will be performed)
- 2017 If a Market Update was performed in 2014, then a Full Revaluation should now be completed

**It's unwise** to pay too much, but it's unwise to pay too little. When you pay too much, you lose a little money, that is all. When you pay too little, you sometimes lose everything, because the thing you bought was incapable of doing the thing you bought it to do. The common law of business balance prohibits paying a little and getting a lot — it can't be done. If you deal with the lowest bidder, it's well to add something for the risk you run. And if you do that, you will have enough to pay for something better.

**John Ruskin**

19th Century Essayist